

**TD SYNnex APPLIES THE FOLLOWING CRITERIA FOR ACCEPTING RESELLERS:**

1. The articles of association of your company must clearly state that the main activity of your company is reselling IT, telecom or consumer electronics products to more than one end customer.
2. TD SYNnex expects a minimum annual turnover of €5,000 (excl. VAT) from its partners.
3. TD SYNnex is under no obligation to accept a new Reseller.

**TD SYNnex APPLIES THE FOLLOWING PROCEDURE TO ACCEPT RESELLERS:**

1. We check all customer applications on a daily basis. Even if your company meets the above criteria, TD SYNnex reserves the right to refuse your application to become a customer.
2. If the above criteria are met and TD SYNnex decides to accept your application to become a customer, TD SYNnex will assign you a customer number. This number allows you to log on to our website [be.tdsynnex.com](http://be.tdsynnex.com), where you will find more information about the organisation and operation of TD SYNnex. It will also allow you access to "InTouch", the e-commerce system of TD SYNnex.
3. If you have not generated any sales at TD SYNnex after 6 months, TD SYNnex can terminate any agreement and we would be forced to remove your data from our files.
4. The first 2 orders are always delivered against payment in advance. After these 2 orders, your company can apply for a credit limit. To do this, please email the customer accounts department via [creditcontrol.be@tdsynnex.com](mailto:creditcontrol.be@tdsynnex.com). TD SYNnex can give your company a credit limit, but is not obliged to do so.
5. All transportation costs for deliveries outside Belgium and Luxembourg are always for the account of the Reseller. In these cases, the minimum amount for a first order is €10,000 (excl. VAT). TD SYNnex will organise the transport. The rates depend on the location, the weight and the requested delivery time. Your internal sales contact can you give a summary of the delivery rates. All deliveries outside Belgium and Luxembourg are against payment in advance.
6. You can place your orders via InTouch, the e-commerce system of TD SYNnex. To do this, you must return the signed InTouch framework agreement to TD SYNnex.

**TD SYNnex Belgium B.V.**

Tragel 47  
9300 Aalst  
Belgium  
Tel. +32 (0)2 583 83 11  
[be.tdsynnex.com](http://be.tdsynnex.com)  
VAT n° BE0438.282.424  
RPR Brussels

**Bank**

CITIBANK (Payment in EUR):  
IBAN BE 52 5701 2834 5509 CITIBEBX  
CITIBANK (Payment in USD):  
IBAN BE62 5701 2834 1061 CITIBEBX  
CITIBANK (Payment in GBP):  
GB18CITI 1850 0813 8243 30 CITIGB2L

TD SYNnex B.V, having its registered office at 9300 Aalst, Trangel 47, registered in the Commercial Register in Brussels under number 547.829, hereinafter referred to as 'TD SYNnex'.

**It is set out as follows:**

By signing and accepting this Agreement, TD SYNnex offers the Reseller the opportunity to join the InTouch system. This system means that via Tech Data's site on the internet and by using a password, the Reseller can check Data Tech's products and stock files and place orders on the one hand, and has access to the partner section of this site on the other, all this under the conditions laid down in this Agreement. The InTouch system means that TD SYNnex is accessible 24 hours per day and the Reseller can place electronic orders easily and quickly.

**It is agreed as follows:**

**Article 1: General - validity and effectiveness of this Agreement**

- 1.1 By signing this Agreement, both parties agree to be bound by all the provisions of this Agreement, including the Terms and Conditions of Sale set out in the Annex (hereinafter referred to as "Terms and Conditions").
- 1.2 The Terms and Conditions and where appropriate, the special conditions in the addendum, form an integral part of this Agreement. Therefore, by the single act of signing this Agreement, the Reseller acknowledges that the Terms and Conditions are applicable to the legal relationship with TD SYNnex and the Reseller accepts that its own standard terms or other conditions cannot be invoked against TD SYNnex. The provisions of the Terms and Conditions may only be waived on an individual basis if this is done in writing and if such derogations are included in the Addendum to this contract, in accordance with Article 1.5 of this Agreement.
- 1.3 TD SYNnex has the right to change the provisions of the Terms and Conditions, subject to prior written notice to the Reseller. The changed provisions of the Terms and Conditions apply to all new orders placed from the fourteenth calendar day from the date of notice of the change.
- 1.4 This Agreement and its Annexes constitute the entire agreement between the parties with regard to the sale of products and they replace all previous negotiations, commitments, correspondence or agreements the parties might have concluded, notwithstanding the validity of:
  - a. a separate agreement with regard to the return of products that have been ordered and supplied in the context of the RMA system of TD SYNnex;
  - b. a separate agreement with regard to the supply of services by TD SYNnex.
- 1.5 Unless this Agreement expressly stated otherwise, this Agreement and its Annex can only be changed by means of a written agreement that will be attached to this Agreement as an Addendum, whereby two copies will be signed by duly authorized representatives of both parties

**Article 2: Execution of the Agreement**

- 2.1 The Agreement between TD SYNnex and the Reseller is only executed once TD SYNnex has received two copies of the Agreement, signed by the Reseller, and once TD SYNnex has accepted the Agreement by signing both copies and returning one copy, signed by both parties, to the Reseller.
- 2.2 TD SYNnex is never under any obligation to execute this Agreement, nor is it obliged to give reasons for or justify its refusal to enter into the contract.

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**Article 3: Appointing an Administrator**

- 3.1 The Reseller will appoint a natural person within its company (hereinafter referred to as "Administrator") who in respect of TD SYNEX will be the physical contact and will be the responsible person, on behalf and for the account of the Reseller, to use the InTouch system and the other web services offered by TD SYNEX. The Administrator designated by the Reseller is identified in the introductory paragraph of this Agreement.
- 3.2 The Reseller undertakes to inform TD SYNEX immediately and in writing in case the Administrator changes. TD SYNEX will immediately allocate a new password to the Reseller after receipt of such notification.
- 3.3 The Reseller undertakes to ensure that the Administrator regulates use of the InTouch system and the other web services offered by TD SYNEX within the Reseller's company.. The Administrator has been tasked by the Reseller to do the following:
- a. nominating those persons in the Reseller's company who will use the InTouch system and the other web services
  - b. offered by TD SYNEX (hereafter referred to as 'the Users'), on the understanding that only employees of the Reseller's company can be nominated as Users;
  - c. issuing personalized passwords to every User;
  - d. timely cancellation of Users and changing their allocated password after such a cancellation;
  - e. determining the address to which products ordered via InTouch are delivered;
  - f. determining the user privileges of the Users (for instance by determining their user profile) and monitoring compliance with these privileges;
  - g. cancelling certain user privileges.
- 3.4 The Administrator can independently, and on his sole responsibility, change the information listed under point 3.3. However, TD SYNEX can never be held responsible for errors and/or misuse which are the result of these changes.
- 3.5 The Reseller bears full and sole responsibility for appointing the Administrator, as well as for the protection and security of the InTouch system and the other web services offered by TD SYNEX, in respect of any person who is connected to its company in any way whatsoever, including the Users. The Administrator has sole responsibility for this. TD SYNEX has no responsibility with regard to the appointment of the Administrator or for the way in which the Administrator performs his duties or uses his authority in the framework of this Agreement. Likewise, TD SYNEX is not responsible for the manner in which Users use the InTouch system and the other web services offered by TD SYNEX cannot be held responsible for any damage suffered by the Reseller, its customers or other third parties because of acts or omissions of the Administrator, Users and/or anyone who is connected to the company in any way whatsoever.
- 3.6 The Reseller undertakes to indemnify TD SYNEX against any possible damage for which TD SYNEX must pay compensation and incurred by actions of the Administrator, Users and/or anyone who is connected to the Reseller's company in any way whatsoever. The Reseller undertakes not to provide any other person access in any way to the InTouch system or to the other web services offered by TD SYNEX, other than the Administrator and the Users nominated by the Administrator. The Reseller undertakes to indemnify TD SYNEX against any possible damage either suffered by TD SYNEX or for which TD SYNEX must pay compensation to third parties and incurred by using the InTouch system or the TD SYNEX Web services by any person other than the Administrator and the Users nominated by the Administrator, as a result of an error or omission on the part of the Reseller, the Administrator or one of the Users.

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**Article 4: Allocating a password**

- 4.1 After execution of the Agreement, in accordance with Article 2, TD SYNEX will allocate a unique and personalised password (hereinafter referred to as the 'Password'). The Password will be communicated to the Administrator, together with an original of the Agreement signed by both parties. The Reseller will do everything possible to ensure the confidentiality of the Password.
- 4.2 The parties explicitly agree that the password has the following four functions:
- the password gives access the InTouch system;
  - the password gives access the partner section of the website of TD SYNEX;
  - the Password identifies the Reseller;
  - the Password provides proof of the Reseller's consent to the orders it has placed or that have been placed on its behalf.
  - In this context, the Reseller recognizes therefore that each order that is placed using its allocated Password, regardless of which physical person executed this order, is attributable to the Reseller and is legally binding.
- 4.3 The Reseller is fully responsibility for how the password is managed by the Administrator, Users or third parties. TD SYNEX is not liable for any misuse of the Password and any resulting damage, except in the case of intent or gross negligence on the part of TD SYNEX itself, its staff, its representatives and/or agents
- 4.4 The Administrator can independently, and on his sole responsibility, change the Password allocated under Article 4.1. The changed Password has all the functions as listed in Article 4.2.
- 4.5 The Reseller is obliged to change the password every time the Administrator cancels a User within the meaning of Article 3.3. TD SYNEX is not liable for errors and/or misuses which are the result of changes as referred to in this Article.

**Article 5: Orders and deliveries**

- 5.1 All individual orders placed by or on behalf of the Reseller via the InTouch system are governed by the provisions of the Terms and Conditions included in the Annex to this Agreement.
- 5.2 TD SYNEX reserves the right to refuse orders without giving any justification. Once TD SYNEX has confirmed the order in writing, TD SYNEX has committed itself to delivery, on the understanding that TD SYNEX always has the right to cancel an order, even afterwards, if one of the events listed in Article 8 of the Terms and Conditions arises.
- 5.3 TD SYNEX reserves the right, without the need for a prior notice of default, to refuse or delay the delivery of ordered goods, in the event that the Reseller's credit limit allowed by TD SYNEX has been exceeded or in the event of Article 6.6 of the Terms and Conditions (in particular the non-payment of an invoice on the due date). TD SYNEX can only resume delivery once the problem encountered has been resolved, notwithstanding the application of Article 6.3 of this Agreement.
- 5.4 In the event that TD SYNEX wishes to use its right to refuse or cancel an order pursuant to Article 5.2 of this Agreement, as well as in the case of a refusal or delay of a delivery pursuant to Article 5.3 of this Agreement, TD SYNEX will issue its decision on the matter in writing in accordance with Article 14.1 of this Agreement. The Reseller acknowledges and accepts that it is not entitled to compensation if TD SYNEX wishes to exercise its rights pursuant to Articles 5.2 and 5.3 of this Agreement.

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before placing an order and expressly declares that it does not require additional information from TD SYNEX other than the information that is available on the website of TD SYNEX will ensure, to the extent which can be reasonably expected, that the information on its website is accurate, complete and up-to-date. In case the Reseller doubts the accuracy of the information, including the price and the specifications of the relevant products, it must verify this information with TD SYNEX. However, TD SYNEX cannot be held responsible for any occasional incorrect information concerning the products on its website (and on the CNet data sheets).

- 5.6 The Reseller is not entitled to cancel an order. In addition, TD SYNEX is under no obligation to reverse deliveries that have been completed nor to accept returns of the goods, for any reason whatsoever. Without prejudice to the application of the principles set out in the previous paragraph, products that have been ordered and delivered can only be returned within the framework of the RMA system of TD SYNEX, whereby the foregoing must be in accordance with the relevant conditions available on Tech Data's website. It is entirely at Tech Data's discretion to decide whether or not the Reseller is permitted to the RMA system. TD SYNEX is not obliged to give reasons for any refusal. If TD SYNEX decides to offer the Reseller the opportunity to use the RMA system, this will be confirmed in writing by TD SYNEX and by allocating an individual RMA number to the Reseller.

The Reseller acknowledges and accepts that outside the RMA system, TD SYNEX does not allow any returns and that all individual requests of the Reseller to return delivered goods will be subject to the conditions of the RMA system which are listed on Tech Data's website and which may be amended by TD SYNEX from time to time.

- 5.7 The Reseller acknowledges and accepts that TD SYNEX does not provide any warranty whatsoever in respect of the products purchased in the context of this Agreement. The Reseller can find information on Tech Data's website about the various warranties that the suppliers of the products might provide. However, TD SYNEX is not liable in any way under these warranties nor does Data Tech vouch for the accuracy of the information provided on its website regarding these warranties.

#### **Article 6: Prices and payment**

- 6.1 TD SYNEX sells the products to the Reseller at the prices listed on the TD SYNEX website. The prices are quoted in euros and exclude VAT, Recupel, Bebat, Auvibel and Repobel and exclude all other applicable taxes or fees, except where it specifically mentions otherwise.
- 6.2 TD SYNEX may change the prices listed on its website at any time without having to give the Reseller separate notice. There are no minimum or maximum limits to these price changes. New prices are immediately applicable to new orders.
- 6.3 TD SYNEX can give the Reseller a credit limit, but is not obliged to do so. Allowing such a credit limit does not affect the strict application of the payment terms (including the payment period of 15 calendar days after the invoice date) as prescribed by Article 6 of the Terms and Conditions.

If TD SYNEX has not allowed a credit limit or if this has been exceeded, payments can only be made in advance. In the absence of payment in advance, TD SYNEX has the right to refuse or delay the delivery of the ordered products.

#### **Article 7: Trademarks and other intellectual property rights**

- 7.1 The trademarks and logos used and shown on the Data Tech website may not be used by the Reseller in any way, unless with the prior written consent of the owner of those trademarks and logos. The Reseller will refrain, in particular, from using these trademarks without the aforementioned consent in advertising or promotional material of any kind whatsoever.

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- 7.2 All information that the Reseller might learn from the InTouch system or the other web services offered by TD SYNnex (including but not limited to the CNet data sheets) and that is subject to intellectual property rights may not be reproduced in any way by the Reseller or used for its own promotional purposes.
- 7.3 The Reseller undertakes to fully indemnify TD SYNnex in the event that TD SYNnex is liable by the owners of trademarks, logos and other intellectual property rights which have been used by the Reseller in breach of Articles 7.1. and 7.2. of this Agreement.

**Article 8: Confidentiality**

- 8.1 For the purposes of this Article 8, confidential data includes: all oral or written data of any kind whatsoever and on any data carrier (more specifically, every document, study, letter, sketch, plan, diagram, software, program), as well as the activities, strategies, products (existing and/or future), the sales policy, the price lists of the products, the financial data, the research and/or development activities, the projects and the know-how, which directly or indirectly concern TD SYNnex (hereinafter referred to as "Confidential Data") and which the Reseller might learn within the framework of performing this Agreement.
- 8.2 The Reseller undertakes:
- a. To observe strict confidentiality regarding the Confidential Data it learns and not to publish nor share with third parties, except where the Reseller has received prior written consent of TD SYNnex;
  - b. To use the Confidential Data only in the framework of performing this Agreement, without making any copies, reproductions or any duplicates regardless of form or data carrier, unless with the prior written consent of TD SYNnex.
- 8.3 The Reseller guarantees that the Administrator, Users and its other staff, its appointees, any other person who is connected to its company as well as any third party to whom the Reseller has provided Confidential Data with the permission of TD SYNnex, will strictly comply with the obligations as defined in Article 8.2 of this Agreement.
- 8.4 The commitments of the Reseller which are determined in this Article 8 will apply both during this Agreement and after its termination, regardless of the reason for termination.
- 8.5 In case of non-compliance with the commitments laid down in this Article 8, the Reseller will pay TD SYNnex a flat-rate compensation payment of €10,000 per established infringement, without prejudice to the right of the TD SYNnex to claim higher compensation if it can prove a higher amount of damage suffered.

**Article 9: Duration and termination of the Agreement**

- 9.1 This Agreement is concluded for an indefinite period and enters into force after both parties have placed their signature.
- 9.2 Each party may terminate the Agreement, subject to a notice period of seven (7) calendar days, by giving notice to the other party by means of a registered letter sent by post.
- 9.3 Without prejudice to the aforementioned provisions, TD SYNnex has the right to automatically terminate the agreement with immediate effect, and without a notice of default and without any compensation being due in the following cases:
- a. In case of bankruptcy, dissolution, liquidation or cessation of the normal activities of the Reseller's company;
  - b. In case of an infringement on the part of the Reseller of one or more of the provisions of this Agreement;

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- c. In case of non-payment by the Reseller of an amount owed to TD SYNnex and still fails to pay within fifteen (15) days after TD SYNnex has send a formal notice of default to

the Reseller. **Article 10: Consequences of terminating the Agreement**

10.1 From the termination of this Agreement, the Password will no longer provide access to the InTouch system.

10.2 From the termination of this Agreement, all outstanding invoices become immediately payable by the Reseller.

10.3 TD SYNnex may refuse, wholly or partially, to make delivery of all or some of the products ordered before termination of the Agreement but which have not yet been delivered.

10.4 The Reseller is not entitled to any compensation as a result of termination of the

Agreement. **Article 11: Severability**

11.1 If any part or any clause of this Agreement is found to be invalid or unenforceable for any reason, the remaining parts or clauses will not be affected and will remain valid and enforceable as if the invalid or unenforceable parts or clauses do not form part of the Agreement.

11.2 Any such part or clause will be replaced by a provision which, insofar as is legally possible, approximates as closely as possible the parties' intentions with the relevant parts or clauses.

**Article 12: Force majeure**

If one of the parties fails to comply with one of the commitments under this Agreement, other than payment of amounts due, and this failure is due to a circumstance beyond the control of one of the parties, such as for example fire, strikes, late deliveries or non-delivery by suppliers, transport problems, etc., the relevant commitment will be suspended during the period in which these conditions prevail and for a reasonable period thereafter.

**Article 13: Transfer**

The Reseller is not permitted to transfer this Agreement nor any rights or obligations under this Agreement without the prior written consent of TD SYNnex.

**Article 14: Notice**

14.1 Unless otherwise specified in this Agreement or its Annex(es), notices as required under this Agreement will only take effect if they are done in writing (either by letter, fax or email, at the discretion of the notifying party), and are addressed to one of the addresses listed under the heading "Notices" on the cover page of this Agreement.

14.2 In the event of a change of address, such change will be notified to the other party by registered mail and within 30 days before it becomes effective.

14.3 In deviation of clause 14.1 above, any notice as referred to in clause 9.2 will be given by registered mail.

14.4 In deviation of clause 14.1 above, the Reseller acknowledges that a notice regarding a change of the Terms & Conditions, as specified in clause 1.3 of this Agreement, can take place by a communication on the website of TD SYNnex, to which the Reseller has access and clicks through, prior to placing any orders in the InTouch system. Parties hereby agree that such a click through is an explicit acknowledgement that the Reseller has taken notice of the changed Terms & Conditions.

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**Article 15: Applicable law and jurisdiction**

15.1 This Agreement is governed by Belgian law.

15.2 Any dispute regarding the interpretation, application and performance of this Agreement will be settled solely by the courts of the judicial district of Dendermonde.

**Annex: Terms and Conditions****TD SYNnex Belgium B.V.**

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**1. Application and acceptance of these Terms and Conditions**

- 1.1 The current Terms and Conditions of Sale (hereinafter referred to as "Terms and Conditions") govern all agreements between TD SYNEX Belgium B.V. (hereinafter referred to as 'the Seller') and its customers, provided that there is no derogation from those Special Conditions which may be agreed on an individual basis and in writing between the Seller and the customer.
- 1.2 If a separate agreement is concluded between the Seller and the customer for the delivery of products or services, all provisions of the current Terms and Conditions which were not expressly waived in that agreement or, where appropriate, in the Special Conditions, remain in force. The fact that the customer might not have received these Terms and Conditions in its mother tongue, does not relieve the customer from applying and observing these Terms and Conditions.
- 1.3 Every customer is deemed to know and accept these Terms and Conditions when placing an order or when signing an agreement with the Seller, even if they are not consistent with its own terms. Therefore, by placing an order or by signing an agreement with the Seller, the customer expressly waives its own purchasing conditions, which are not enforceable against the Seller, unless the Seller explicitly confirms them in writing. The Seller's agreement can in no way be deduced from the absence of protest against any provisions the customer has notified to the Seller.

**2. Quotations, orders and prices**

- 2.1 All quotations of the Seller are without obligation and are for information purposes only and are therefore not binding on the Seller. Likewise, the price lists of the Seller are not binding and can be changed at any time without prior notification to customers.
- 2.2 Each order or assignment placed by the customer is binding on the latter, but only binds the Seller after written confirmation or once a written agreement has been signed. The Seller reserves the right to refuse orders or agreements for the delivery of products or services, without having to provide any justification for so doing. Intermediaries, representatives, appointees and employees of the Seller are not authorised to confirm an order. Orders or assignments taken by an appointee or employee of the Seller are valid only after written confirmation by either the managing director(s) of the Seller or by a person expressly authorised for this purpose by the managing director(s).
- 2.3 The customer is not entitled to cancel an order that has been confirmed by the Seller in accordance with point 2.2, nor an agreement concluded with the Seller for the delivery of products or services, except with the written and explicit permission of the Seller. In the event of a unilateral termination of the agreement by the customer, the customer will pay the Seller a flat-rate compensation of 20% of the agreed price, without prejudice to the right of the Seller to claim higher compensation if a higher amount of damage is proven.
- 2.4 The Seller cannot be held liable for the failure to carry out an order or assignment as a result of force majeure, including (but not limited to) depletion of stock, the suppliers of the Seller are not making deliveries, destruction of goods as a result of accidents, strikes, fire, flood, etc. The seller is not obliged to prove the unforeseeable nature of the circumstance that constituted force majeure. Likewise, the Seller cannot be held liable in the event that a contract for the provision of services cannot be carried out because of the unavailability of the designated appointees or employees of the Seller, even in the event of force majeure.
- 2.5 The prices of goods always exclude transportation costs, the cost of additional packaging, taxes and other costs, except if these are specifically indicated as being inclusive. The prices of the services include transport and out-of-pocket expenses incurred by the appointees or employees of the Seller who perform these Services.

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**3. Delivery and delivery periods**

- 3.1 The delivery periods are only given as an indication and are therefore not binding unless expressly agreed between the parties in writing. A delay in performance can never result in fines, compensation, dissolution or termination of the agreement.
- 3.2 The Seller reserves the right to make partial deliveries and, where appropriate, to invoice these partial deliveries separately, which does not entitle the customer to refuse or delay payment for goods that have already been delivered.
- 3.3 Any foreseeable difficulties regarding actual delivery must be notified by the customer when placing the order and in any case two working days before delivery. The Seller cannot be held liable for complications or costs caused by circumstances such as (but not limited to) the absence of staff when delivering the goods or services, weekly markets which prevent access, pedestrian streets and road works which were not reported, a distance of more than 10 meters between the unloading area and the warehouses of the customer, etc. To the extent that the difficulties which should have been taken into account when making the delivery were not reported when placing the order or not later than two working days prior to performance of the delivery or assignment and to the extent that these difficulties are disproportionate, the Seller has the right to charge a supplement for out-of-pocket expenses. In case of inability to make a delivery because of the absence of staff on working days (Mondays to Fridays) between 8 a.m. and 6 p.m., the customer will pay the additional transportation costs charged by the Seller.
- 3.4 The customer undertakes to receive the ordered goods on the date determined by the Seller after being notified by the Seller to do so. Additional costs for emergency deliveries and - where appropriate - storage costs, are always at the expense of the customer and in accordance with the rates that are listed on the Seller's website or which are published by the Seller in any other manner.

**4. Transfer of risk and title**

- 4.1 Delivery always takes place at the risk of the customer from leaving our warehouses; the customer should always take out insurance for this for any possible damage. Deliveries to third parties are the exclusive responsibility of the customer.
- 4.2 The delivered goods remain the property of the Seller until full payment of the principal sum, the costs, the interest and, where applicable, the compensation for late payment. The customer will not be able to take possession of the delivered goods if the payments to the Seller, as referred to in Article 6.1 and 6.3 of these Terms and Conditions, have not been fully met. More specifically, the customer cannot transfer ownership to third parties, pledge, incorporate in an asset, give as security or encumber with any pre-emptive right, until these payments are met. The customer will notify the Seller if the goods will be placed in an area or in a space which is rented by the customer and, where necessary, will disclose the identity and the place of residence or registered office of the landlord. The customer will also notify the Seller of any seizure imposed by a third party on the delivered goods.
- 4.3 The customer undertakes to enable the Seller to take possession without prior notice of the goods which have not fully been paid, irrespective of where they are, and the customer shall bear the cost of this re-appropriation. If necessary, the customer will authorise the Seller to enter the areas occupied by the customer.

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9300 Aalst  
Belgium  
Tel. +32 (0)2 583 83 11  
be.tdsynnex.com  
VAT n° BE0438.282.424  
RPR Brussels

**Bank**

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**5. Checking at the time of delivery and complaints**

- 5.1 The Customer must check the delivered goods for the presence of visible defects immediately upon delivery. In case of visible damage to the packaging of the goods or in case of a visibly incomplete consignment or non-conformity, the customer is obliged to refuse the goods or only to accept the goods subject to a written reservation that it is noted on the freight documents (on paper or electronically) of the transporter. If the customer fails to report this refusal or to make written reservations on the freight documents (on paper or electronically), the Seller cannot be held liable.
- 5.2 Any complaints on delivery for reasons other than visible defects or non-conformity with the order, in order to be accepted, must be notified to the Seller not later than 2 calendar days after delivery by registered letter and must also be confirmed electronically or by fax to the Seller within the same period of 2 calendar days.
- 5.3 Complaints due to hidden defects are not admissible if the Seller was not notified by registered letter within a period of 15 calendar days from the discovery of the defects.
- 5.4 Complaints due to any mention made on the invoice will not be admissible if the Seller was not notified by registered letter within a period of 8 calendar days from the invoice date. After expiry of the time period, the invoice will be deemed to have been irrevocably accepted by the customer.
- 5.5 The investigation of a complaint does not mean that the Seller recognises any justification for that complaint. A complaint can never result in the customer being able to suspend its payment obligations. If a complaint is upheld, the liability of the Seller is in any case limited to rectification and/or replacement of the items that show a defect and the cause of which is attributable to the Seller. The liability of the Seller does not include the cost of labour, nor the transportation costs, nor any compensation for loss of income, loss of profits or any other indirect damage that is solely the responsibility of the customer. Any compensation for hidden defects will not exceed the price of the goods.

**6. Payment terms**

- 6.1 The invoices of the Seller must be paid in cash and without a discount at the registered office of the Seller in Ternat, no later than 15 calendar days after the invoice date, unless mentioned otherwise on the invoice. Payment by means of bills of exchange and other securities does not cause debt rollover.
- 6.2 The amount of the invoices must be paid net. All costs, including bank charges, are borne by the customer. A discount for immediate payment can only be applied if this has been explicitly agreed in writing in advance. The intermediaries, representatives, appointees and employees of the Seller are not authorised to collect the invoices of the Seller nor to issue a valid receipt.
- 6.3 The amount of any invoice that is not paid on the due date, is automatically and without notice increased by 10 % of the amount owed with a minimum of €125 as a flat-rate compensation. The increased amount is automatically and without notice subject to interest equal to 1% on a monthly basis, whereby this is owed from the due date of the invoice.
- 6.4 The customer must also reimburse the Seller for all collection charges the Seller incurred, including the fees and costs of lawyers and technical advisers.
- 6.5 Non-payment on the due date of one single invoice, results in the balance of all the other invoices, even if they are not due yet, becoming automatically and without formal notice becoming immediately due and payable. The same applies to a wholly or partially late or nonpayment of the increase and the interest as mentioned in Article 6.3. of these Terms and Conditions.

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6.6 In case of non-payment of an invoice on the due date, the Seller also reserves the right, without notice of default, to suspend any further deliveries.

6.7 The foregoing provisions do not imply any limitation on the Seller's right to claim dissolution of the agreement and compensation in case of non-payment.

## **7. Solidarity**

If the bill is made out in the name a third party as requested by the client, the client and the third party are jointly liable vis-à-vis the Seller, which will not under any circumstances agree to transfer of debts by the client.

## **8. Termination**

Notwithstanding entitlement to compensation and the application of Article 1184 of the C.C., the Seller is authorised to terminate the contract signed with the client ipso jure, no written notice required if one of the following events arises: non-payment of any single invoice on the due date, protest through a letter of exchange or security, presented by the client on payment, remaining unpaid, and in the event of death, incompetence, declaration of incapacity, liquidation, manifest insolvency or bankruptcy on the part of the client.

## **9. Exporting the products**

9.1 The customer acknowledges and explicitly accepts that the goods, software and/or technology that are the subject of the agreement with the Seller are, without exception, subject to all possible administrative rules and legislation on export controls, imposed by the United States of America, the European Union and its Member States, or by any other sovereign state. These administrative rules and legislation on export controls include, but are not limited to, the Export Administration Regulations ("EAR") and the sanctions regime that is prescribed by the U.S. Department of Treasury, Office of Foreign Asset Controls. If applicable, the customer will comply with all these administrative rules and legislation. Treasury, Office of Foreign Asset Controls. If necessary, the customer shall comply with all of these administrative rules and laws.

9.2 The customer, without the required prior consent of the competent authorities, undertakes not to export, re-export nor transfer goods, software or technology to any country which is the subject of a trade embargo imposed by the United States of America, nor to any resident or national of any such country nor to any person or entity that appears on the "Entity List" or the "Denied Persons List" that are issued by the U.S. Department of Commerce, nor appearing on the list of "Specifically Designated Nationals and Blocked Persons", which is published by the U.S. Department of Treasury. The customer is under the same commitment with respect to the export, re-export, or transfer of goods, software and technology to countries, persons or entities subject to which similar measures that have been imposed by the European Union or its Member States, or by any other sovereign state.

9.3 Furthermore, the customer also undertakes to refrain from the export, re-export, or transfer of goods, software or technology that are the subject of the agreement with the Seller, to an end-user engaged in activities related to weapons of mass destruction. Such activities include, but are not necessarily limited to, activities related to: (1) the design, development, production or use of nuclear materials, nuclear facilities or nuclear weapons; (2) the design, development, production or use of missile systems or maintenance of projects on missile systems; and (3) the design, development, production or use of chemical or biological weapons.

## **10. Settlement of disputes**

10.1 All disputes fall under the exclusive jurisdiction of the courts of the judicial district of Dendermonde.

10.2 All disputes with regard to the contractual relationships between the customer and the Seller are governed exclusively by Belgian law.

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One condition for making use of our 'Customer Pick-up Service' is the acceptance of the following addendum to the InTouch contract.

## 1. Conditions

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All the Terms and Conditions of Sale and Delivery and the InTouch Terms and Conditions will remain in full force and effect for this service.

### Opening hours:

Every working day from 8:30 am to 10 am and from 3 pm to 5 pm. We cannot process collections outside these two time periods.

### Specific conditions:

- After we have sent you the confirmation email or SMS with your unique pick-up code, your order will be available for collection for up to 3 working days. If the goods are not collected within this period, they will be placed back in stock.
- Orders placed under this service cannot be sent to you if you are not able to collect them in time. In that case, please contact your sales person to let us know and to place a new order for the products which were not collected.
- Collections are only possible for orders with a billing address in Belgium.
- The maximum authorised volume per order is 3 pallets.
- The maximum value per order is €15,000.

Every placed order is subject to an administrative fee of EUR 10.

## 2. Process

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- Please indicate clearly in your order - via email, fax or selection on InTouch - that you wish to use this service and therefore will collect the order yourself.
- When your order meets the Specific Conditions and the Terms and Conditions, TD SYNnex will automatically generate an order (Delivery Note). This number is a unique pick-up code which will be sent to the mobile phone number or email address you have specified. Collection without this code is not possible.
- Collection by someone other than the abovementioned contact person is allowed. In that case, it is the responsibility of the contact person to send the collection codes to the person designated by him or her.
- During opening hours, please report to the security desk - with your collection codes - at the TD SYNnex site, Trangel 47, 9300 Aalst. Please note: only the goods listed under the requested codes are handed over. If you have multiple orders or want to collect any back orders, you have to mention all the collection codes.
- Make sure that you bring your identity card with you. This is required for registration every time you collect.
- Once you have presented yourself, you will be referred to the collection counter. The ordered goods will be ready for you there.
- Please check the contents of the goods. You will have to sign a copy of the consignment note to acknowledge receipt. This is also the transfer of responsibility for the goods. You will be given a second copy. Loading and transport therefore also fall under your jurisdiction.
- When leaving the TD SYNnex site, security checks may be carried out.

We feel obliged to introduce these strict rules from security viewpoint. This protects both TD SYNnex and you as a customer from possible irregularities. TD SYNnex cannot be held liable for incorrect information about the contact person for pick-up.

TD SYNnex reserves the right to exclude customers from this service if the above or general terms and conditions for sale and delivery are not met.

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Dear Dealer,

Within the InTouch system, you can select the option to have items that have been ordered to be delivered to an address other than your company address, a so-called drop-shipment.

We have found that not all dealers are aware that by selecting this option, it becomes considerably more difficult to gain an overview of the flow of goods, the follow-up and control. Additionally, when using this option there is a significantly increased risk that unauthorised third parties could successfully exploit the reduced level of control over the process. This does not relate to hackers as such, but often the carelessness of people from your own organisation, especially when a lot of different employees and ex-employees have access to the InTouch system.

The potential losses due to misuse could be quite substantial. That is why TD SYNnex has additional security built into the InTouch system so that the drop-shipment option is automatically deactivated when the dealer has not made use of it during a period of 30 days.

The drop-shipment option can be easily activated again by TD SYNnex. When we receive your request for activation by fax after a potential future deactivation, you will be given access to this option again within one hour. If you send this request to us by post, activation can only take place after receipt of your letter.

We have made it our policy to only proceed once we have received the enclosed copy of this letter signed by you. This indicates to us that you are aware of the risk of unauthorised use and that you accept that.

We trust that we are better able to serve you with this measure,

Kind regards

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