

**INGRAM MICRO ASIA LTD
SALES TERMS AND CONDITIONS (PRODUCTS & SERVICES)**

All sales made by IM to the Purchaser are subject to these terms and conditions. Purchaser's acceptance of these terms and conditions shall be deemed by (i) Purchaser signing these terms and conditions; or (ii) Purchaser providing a purchase order to IM; or (iii) Purchaser's acceptance of any Product or Service from IM; whichever occurs first.

These Terms and any document(s) referred to in them constitute the entire agreement about IM's sale of the Products to Purchaser and supersede all prior understandings, arrangements and agreements. UNLESS EXPRESSLY AGREED IN WRITING, ANY DIFFERENT OR ADDITIONAL TERMS AND CONDITIONS IN ANY PURCHASE ORDER, INVOICE OR OTHER SUCH DOCUMENT SUBMITTED BY PURCHASER ARE HEREBY EXPRESSLY REJECTED AND SHALL HAVE NO FORCE OR EFFECT.

1. DEFINITIONS

- 1.1. "**Confidential Information**" means confidential information and documentation of IM relating to the Products, their marketing, use, maintenance and software, including technical specifications
- 1.2. "**IM**" or "**Ingram**" means Ingram Micro Asia Ltd.
- 1.3. "**Intellectual Property**" means all trademarks, copyright and other intellectual property rights.
- 1.4. "**Non-Conforming Product**" shall mean a Product that does not conform to the Supplier's Warranties.
- 1.5. "**Purchaser**" means the person, business or company that is the purchaser of the Products.
- 1.6. "**Products**" means any products (including software) or services, where applicable, supplied to Purchaser by IM and described in IM's invoice.
- 1.7. "**Supplier's Warranties**" means the warranties, if any, provided by the applicable Product's supplier relating to a particular Product.

2. ORDERS

- 2.1. All orders for Products placed by Purchaser:
 - (a) must be made in accordance with IM's order policy ("**Order Policy**") as amended by IM from time to time, a copy of which is available on request; and
 - (b) are subject to acceptance by IM, and no order will be deemed to have been accepted by IM unless Products are supplied or a back-order or delivery delay is confirmed in writing by an authorised representative of IM to Purchaser.
- 2.2. IM may reject any order placed by Purchaser if there is an insufficient supply of Products which prevents IM from being able to fulfill such order.
- 2.3. IM will not be bound by any terms attaching to Purchaser's order and, unless those terms are expressly agreed to in writing by an authorised representative of IM, Purchaser agrees that those terms are hereby excluded.
- 2.4. ALL PRODUCTS SOLD TO PURCHASER ARE STRICTLY FOR RESALE TO END USERS (WHO PURCHASE FOR INTERNAL USE) IN THE COUNTRY(S) AS AUTHORIZED BY THE SUPPLIER OF THE PRODUCTS.

3. PAYMENT

- 3.1. The price of the Products will be IM's quoted price and are subject to change without prior notice.
- 3.2. Payment is required prior to delivery of the Products to Purchaser unless agreed otherwise in writing by an authorised officer of IM.
- 3.3. If Purchaser fails to make payment in accordance with this clause:
 - (a) all amounts owing by Purchaser to IM on any account will immediately become due and payable together with legal costs of enforcement.
 - (b) IM may, in its sole discretion suspend the provision of credit to Purchaser until all amounts owing are paid for in full; and
 - (c) IM may, in its sole discretion, vary or cancel any credit facility it makes available to Purchaser from time to time.
- 3.4. Purchaser will be liable to pay interest on any overdue amount at the rate of 1.5% per month. Interest will accrue daily from the date payment became overdue until IM has received payment of the overdue amount, together with any interest accrued.

- 3.5. Purchaser must pay to IM any amount Purchaser owed to IM in full, despite any right of set-off that Purchaser may have.
- 3.6. Unless stated otherwise in these Terms (or in writing by IM's authorised representative), all prices quoted for Products are exclusive of all taxes, handling, delivery, agents' charges and any other charge, duty or impost.
- 3.7. Purchaser must pay IM, on demand, any tax (other than income tax) payable under these Terms, any matter or thing done under these Terms or any payment, receipt or other transaction contemplated by these Terms, including any goods and services tax, customs duty, excise duty, stamp duty, other duty, governmental charge, fee, levy or impost, together with any fine, penalty or interest payable because of a default by Purchaser.
- 3.8. Purchaser shall pay the full amount due to IM under this clause and shall not deduct from that amount any tax in relation to purchase of the Products. Purchaser shall reimburse IM for any taxes IM pays on its behalf.
- 3.9. In the event that Purchaser successfully applies for GST Registration, Purchaser must promptly provide written notice of its GST Registration Number and Effective Date of GST Registration to Ingram.

4. DELIVERY

- 4.1. Delivery to a local address will be via IM's ground transportation and subject to freight and handling charges. Delivery to an international address will be subject to additional terms and charges.
- 4.2. Delivery times advised to Purchaser are estimates only and IM will not be liable for any loss, damage or delay suffered or incurred by Purchaser or its Purchasers arising from late or non-delivery of the Products.
- 4.3. IM may make part deliveries of any order, and each part delivery will constitute a separate supply of the Products upon these Terms.

5. SOFTWARE

- 5.1. To the extent that a Product supplied under these Terms is a software then, in addition to these Terms, that software Product will be supplied subject to the terms and conditions of the relevant license agreement applicable to it.
- 5.2. Software license agreements may be packaged with the software, may be separately provided to Purchaser for execution or may require on-screen acceptance by Purchaser. Purchaser agrees to use the software Product in accordance with the terms and conditions of the relevant license agreement.
- 5.3. Where the term "supply" is used in these Terms to refer to a software Product, such term means the sale and purchase of the license to use that software Product.

6. INSPECTION AND ACCEPTANCE

- 6.1. In the case of all Products ordered, Purchaser must:
 - (a) (For non-software Products) inspect such Products upon delivery to Purchaser's premises.
 - (b) (For software Product) test or inspect such software Products upon those software Products being authorised by IM for downloading by Purchaser.
- 6.2. If Purchaser alleges any matter or thing by which the Products do not accord with Purchaser's order, Purchaser must give written notice to IM within 3 working days of delivery or downloading (as the case may be).
- 6.3. Failing such notice and to the extent permitted by law, the Products will be deemed to have been accepted by Purchaser.

7. TITLE AND RISK

- 7.1. Products supplied by IM to Purchaser will be at Purchaser's risk immediately upon:
 - (a) delivery of the Products to the Purchaser, Purchaser's agent or into the Purchaser's custody or control; or
 - (b) collection of the Products by the Purchaser's nominated carrier or agent.
- 7.2. Purchaser must:
 - (a) effect and maintain with a reputable insurance company insurance for the Products, at its cost, against all risks as it thinks appropriate;
 - (b) note the interest of IM on the insurance policy; and
 - (c) produce a certificate of currency of the insurance effected by Purchaser under this clause to IM, upon request.

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- 7.3. Risk in the Products will remain with Purchaser at all times unless IM retakes possession of the Products in accordance with the Terms.
- 7.4. Title in the Products supplied by IM to Purchaser will not pass to Purchaser and will remain the absolute property of IM until such time as IM has been paid by Purchaser all monies due and owing to it by the Purchaser in relation to any account. Title to those Products which are software remains with IM and/or the applicable third party licensor(s) at all times.
- 7.5. Until the Products have been paid for Purchaser:
- (a) must properly segregate and store the Products in such manner as to clearly indicate that they are the property of IM.
 - (b) Purchaser may sell the Products and shall keep records of the Products in the ordinary course of its business as fiduciary agent for IM and Purchaser agrees to deposit all proceeds of any such sale (including any proceeds received from any insurance claims) in a separate bank account and agrees not to mix the proceeds with any other monies and hold the monies on trust for IM and shall immediately account for such proceeds to IM.
- 7.6. If Purchaser has breached these Terms, Purchaser authorizes IM, at any time, to enter onto any premises upon which IM's Products are stored to enable IM to:
- (a) inspect the Products; and/or
 - (b) reclaim the Products.
- 7.7. If Purchaser sells, disposes of or otherwise deals with Products or any part thereof before full payment has been received by IM, Purchaser must advise IM in writing, at such times as IM may request, specifying full details of the Products sold, disposed of, utilised or otherwise dealt with.
- 7.8. Purchaser acknowledges that in the case of software Products, any refusal or failure to pay may result in cancellation of the license to use the software Product.
- 7.9. Purchaser agrees that the provisions of this clause apply despite any arrangement under which IM grants credit to Purchaser.

8. PRODUCT RETURNS

- 8.1. Returns will be subject to IM's returns policy ("**Returns Policy**") as amended by IM from time to time, a copy of which is available on request.
- 8.2. Purchaser must notify IM in writing of any Products it wishes to return within 30 days from the date of the invoice relating to those Products.
- 8.3. Each claim for the return of Products by Purchaser will be dealt with in accordance with the Returns Policy.
- 8.4. Any substitute Products to be shipped to Purchaser in accordance with the Returns Policy will be sent by IM to Purchaser by ordinary freight pre-paid.
- 8.5. IM will not be liable for any damage or defects in the Products that have been caused by the improper storage, warehousing or transport, or by any neglect, abuse or improper use, installation, maintenance or unauthorised repair of IM's Products.
- 8.6. The provisions of this clause do not extend to any Products which have been added to, varied, or otherwise modified by, any person other than IM.

9. FORCE MAJEURE

- 9.1. If the performance of IM's obligations under these Terms is prevented, restricted or affected by force majeure including strike, lock out, raw material shortage, breakdown of plant, transport or equipment or any other cause beyond the reasonable control of IM, IM will give notice of such cause to Purchaser and after 60 days from the receipt by Purchaser of such notice, either party may terminate any affected orders without penalty.

10. PURCHASER'S CANCELLATION

- 10.1. Unless otherwise agreed in writing by an authorised officer of IM, Purchaser may not cancel an order which has been accepted by IM.
- 10.2. If Purchaser's right of cancellation is agreed to by an authorised officer of IM in writing, the right must be exercised by notice in writing from Purchaser to IM not later than 7 days before the estimated date of shipment by the supplier or IM (as the case may be).

- 10.3. Unless otherwise agreed between Purchaser and IM, upon cancellation prior to shipment, any deposit paid by Purchaser will be forfeited to IM.

11. DEFAULT OF PURCHASER

- 11.1. Without prejudice to any of IM's other rights under these Terms, if Purchaser breaches any of these Terms, IM may, in its sole discretion, and without further liability to Purchaser:
- (a) refuse to make further supplies to Purchaser; and/or
 - (b) terminate the relationship without notice.

12. WARRANTY

- 12.1. Certain statutory provisions may imply warranties or conditions or impose obligations upon IM which cannot be excluded, restricted or modified whether at all or only to a limited extent. Clauses 12 (Warranty) and 13 (Non-Conforming Products) must be read subject to those statutory provisions.
- 12.2. To the extent permitted by law,
- (a) Products are covered by the Supplier's Warranties.
 - (b) IM's entire responsibility with respect to express warranties for the Products is to pass on to Purchaser the benefit of any such Supplier's Warranties.
 - (c) The Supplier's Warranties are in substitution for all other terms, guarantees, conditions and warranties, whether implied by statute or otherwise (including implied warranties with respect to merchantability and fitness for purpose) and IM expressly excludes all such other terms, guarantees, conditions and warranties.
 - (d) IM does not warrant that repair facilities or parts will be available in respect of any of the Products.
- 12.3. Software Products are not warranted by IM under these Terms. Such software Products are warranted in accordance with the relevant license agreements governing their use.

13. NON-CONFORMING PRODUCTS

- 13.1. To the extent permitted by law, IM's entire responsibility with respect to Non-Conforming Products, such non-conformity arising within a period of six (6) months from delivery to an end-user, will be to arrange for:
- (a) (at IM's option) a replacement or repair of the Product; or
 - (b) if (a) is not practical or possible, a reduction of the price of the Products (calculated on a straight line depreciation basis) or a refund.
- 13.2. Clause 13.1 shall not be applicable if the end-user had damaged or misused the Product thereby causing the non-conformity.

14. LIABILITY

- 14.1. To the extent permitted by law, IM will not be liable to Purchaser or any other person under any circumstances for any loss of use, profit, revenue, interest, goodwill or data, or for any injury or death to any person, or for any indirect, incidental or consequential damages sustained or incurred by Purchaser, whether such liability arises directly or indirectly as a result of:
- (a) any negligent act or omission or willful misconduct of IM or its employees or agents;
 - (b) the supply, performance or use of any Products or services; or
 - (c) any breach by IM of its obligations under these Terms.

15. INTELLECTUAL PROPERTY

- 15.1. Purchaser acknowledges that:
- (a) Intellectual Property embodied in or in connection with the Products and any related documentation, parts or software are the sole property of IM or its suppliers; and
 - (b) all Intellectual Property of IM or its suppliers may only be used by Purchaser with the express written consent of IM or its suppliers and such consent extends only to use essential for the purposes stated in it.

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- 15.2. Purchaser must not register or use any trade marks, trade name, domain name, trading style or commercial designation or design used by IM or its suppliers in connection with the Products.
- 15.3. Purchaser will indemnify IM against all liabilities, damages, costs and expenses which IM may suffer or incur as a result of any work performed by IM in accordance with Purchaser's specifications or as a result of the combination or use of the Products with other equipment, parts or software not supplied by IM, and which results in the infringement of any Intellectual Property of any person.
- 15.4. IM shall have no duty to defend, indemnify, or hold harmless Purchaser from and against any or all damages and cost incurred by Purchaser arising from any claim that the Products infringe a third party's Intellectual Property rights.

16. CONFIDENTIALITY

- 16.1. Purchaser acknowledges that IM has disclosed and may from time to time disclose to Purchaser Confidential Information.
- 16.2. Subject to clause 16.5, Purchaser must:
 - (a) only use the Confidential Information solely for the purposes relating to its orders; and
 - (b) not disclose (whether directly or indirectly) to any third party the Confidential Information, other than is required to carry out such purposes.
- 16.3. If disclosure of Confidential Information to third parties is necessary, Purchaser will obtain from such third parties binding agreements to maintain in confidence the Confidential Information disclosed at least to the same extent as Purchaser is bound to protect IM's Confidential Information under this clause.
- 16.4. Upon the expiry or termination of the parties' relationship must cease to use and must return or destroy (as IM may instruct) Confidential Information in its possession or control.
- 16.5. This clause does not extend to any information which is:
 - (a) at the time of disclosure, rightfully known to or in the possession or control of Purchaser and which is not subject to an obligation or confidentiality;
 - (b) public knowledge (otherwise than as a result of a breach of this clause 18 or any other obligation of confidentiality);
 - (c) approved in writing by an authorised officer of IM to be disclosed; or
 - (d) required to be disclosed by a government authority or by relevant laws provided that notice of any such required disclosure is first given to IM.

17. COMPLIANCE

- 17.1. Purchaser acknowledges that some Products may be controlled under export laws in force at the material time. Purchaser shall not export, re-export, or distribute Products, in violation of any such export control laws or regulations.
- 17.2. Consistent with IM's high standards for business ethics and its determination to be a responsible corporate citizen, IM places a high priority on compliance with laws regulating exports, imports and supply chain security. IM compliance responsibilities may include appropriate screening, contractual and security requirements that agents, distributors, suppliers and other parties doing business with IM may have to meet. In addition to meeting IM's requirements, agents, distributors, suppliers and other parties doing business with IM are also required to comply with the letter and spirit of all applicable laws regulating exports, imports, and supply chain security.
- 17.3. Purchaser warrants that it complies and will continue to comply in all of its business dealings with applicable laws against bribery, corruption and money-laundering including the US Foreign Corrupt Practices Act 1977.
- 17.4. Purchaser acknowledges that certain Products may be subject to license requirements or other restrictions specific to certain transactions. Where applicable, Purchaser agrees to be bound by any such terms and conditions and/or restrictions and shall indemnify IM for any liability suffered by it arising from Purchaser's breach.

18. GENERAL

- 18.1. The current version of these Terms may be viewed at IM's website at <http://sq.ingrammicro.com>. IM may amend these Terms at any time, by giving Purchaser notice by mail, e-mail or by posting a notice on IM's website. By continuing to place orders for Products, Purchaser will be deemed to have accepted the revised Terms.
- 18.2. No variation of these Terms by the Purchaser shall be effective unless made in writing and signed by a duly authorized officer of both parties.
- 18.3. Any provision of these Terms which is invalid or unenforceable will be read down to the extent necessary, and the remaining provisions will continue unaffected.
- 18.4. Purchaser agrees that failure or delay by IM to exercise a right or power under these Terms shall not operate as a waiver.
- 18.5. Purchaser may not assign or attempt to assign any of its rights and obligations under these Terms.
- 18.6. These Terms are governed by the laws of Singapore and the courts of Singapore shall have exclusive jurisdiction to hear any disputes arising from or relating to these Terms.

I/We have read and fully understood the Terms. I/We agree to the Terms and undertake to comply with the Terms.

Signature / Company Stamp: _____

Name / Title: _____

Date: _____