

Westcon Group Egypt

STANDARD TERMS AND CONDITION OF SALE

1. DEFINITIONS

- I. The expression the "Seller" shall mean Westcon Group Egypt LLC, or its subsidiaries, associated companies, assignees, trading styles and successors in title. The person or entity with whom the Seller does business under these conditions being hereafter referred to as the "Buyer."
- II. "Products" means goods or services including but not limited to computer hardware and software items to be provided by the Seller to the Buyer in accordance with these terms.

2. GENERAL

All orders and contracts for the supply of Products are given on the terms and conditions printed below and subject to the Seller's acceptance. Any general conditions of Buyer are herewith specifically excluded between the parties.

3. PRICES

Prices quoted herein are subject to change without notice, unless otherwise noted. In any event, this quotation is subject to acceptance within thirty (30) days from date of issue unless otherwise noted. Any change in quantities, partial release, delivery time or destination may incur a price adjustment. Cancellation by Buyer shall be by mutual agreement in writing, based on any adjustment necessary in the Seller's sole discretion to cover labour expended, material procured, and reasonable overhead expenses applicable thereto. Storage, demurrage, insurance and all other handling or similar charges, including but not limited to, license fees, bank charges, export and import duties, packing charges and other burdens and disbursements shall be paid by the Buyer and, where met by the Seller, shall be charged to and repaid by the Buyer, unless otherwise agreed.

4. PURCHASE ORDERS

All purchase orders (each a "Purchase Order") issued by the Buyer needs to be authorized bearing authorized signatures and company stamp. The Purchase Orders should be complete specifying all the prices, payment terms, delivery terms etc.

However, if the Buyer has a policy of issuing computer generated Purchase Orders then such Purchase Orders must mention "**This is a computer generated document and hence does not bear any signature**". Further the Buyer undertakes to fulfil all the contractual obligations mentioned on such computer-generated Purchase Orders.

5. INDEPENDENT CONTRACTOR

The relationship between the Buyer and Seller is that of independent contractor. Neither party is the agent of each other, and neither party has any authority to make any obligation expressly or impliedly in the name of the other party, without that party's prior written consent for express purposes connected with the performance of this contract.

6. CANCELLATION AND RESCHEDULING

Any request by Buyer for cancellation of any Purchase Order or for the rescheduling of any deliveries will only be considered by the Seller if made at least 48 hours before dispatch of the Products and shall be subject to acceptance at Seller's consent (such consent not to be unreasonably withheld), and subject to Seller's reasonable administration charges. Buyer hereby agrees to indemnify the Seller against all losses, costs (including the cost of labour and materials used and overheads incurred), damages, charges and expenses arising out of the order and its cancellation or rescheduling. However, for software licenses and related support services the above clause will not be applicable and orders placed are non-cancellable.

7. TERMS OF PAYMENT

- I. Invoices will be raised and dated on the date of dispatch of the Products. Unless otherwise specifically requested and agreed, invoices will be payable by the Buyer 30 days from date of invoice for all those Buyers where credit have been approved by the Seller. If partial consignments are invoiced, payment shall be made for each individual consignment in accordance with the agreed terms of payment. If the Buyer does not pay the Seller in full by the due date, the Buyer must pay Seller interest at the rate of 7% per annum until the payment is made in full.
- II. Buyer must notify the Seller in writing within seven days of the date of Seller's invoice of any errors (for example incorrect prices) in that invoice. If the Buyer does not, the Seller will treat the Buyer as accepting the accuracy of that Invoice.
- III. If the Buyer has a credit account with the Seller, Seller may withdraw it or reduce the credit limit or bring forward the due date for payment without notice.
- IV. All payments to be made by the Buyer will be made in full without any set-off, restriction or condition and without any deduction for or on account of any counter claim.
- V. Unless otherwise specified and agreed upon, the face value of the order including shipping and insurance and all other handling and similar charges shall be paid in (U.S. dollars) with no deductions for cash discount, expenses, taxes or dues of any kind at the time of placing the order upon the Seller, in advance of shipment. Should the Buyer wish to pay in Egyptian Pounds, the Seller shall be entitled to apply administrative service charges to be settled by the Buyer and defined in the Invoice. Such charges shall not exceed 10% of the total Purchaser Order. The payment in Egyptian Pounds shall be based on the declared exchange rate for the U.S. Dollars on the day of Invoice payment as per the sell price declared by the Commercial Bank of Egypt.. Additional expenses incurred for the account of the Buyer or additional amounts payable due to increases in price or quantity shall be paid before shipment. The Buyer shall be credited or refunded for any overpayment due to decrease in price, partial cancellation, or other cause subject to approval by the Seller.
- VI. Notwithstanding dispatch and the passing of risk in the Products to the Buyer and not withstanding any provision of these conditions, the title to the hardware Products shall not pass to the Buyer until the Seller have received payment of the price of the Products. When all prices,

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taxes and charges due in respect of the Products have been paid in full title to the hardware products only shall pass to the Buyer. For the avoidance of doubt, no title to any intellectual property rights in any software found in, or relating to, the Products shall pass to the Buyer pursuant to this Agreement, and the Buyer's use of such software shall at all times be governed by the terms of the relevant licenses.

- VII. Until the Buyer pay all sums due to the Seller in respect to the Products and all other sums which are or which become due to the Seller from the Buyer on any account : all Products supplied to the Buyer will remain the Seller's property ; all Products must be stored so that they are clearly identifiable as the Seller's property ; The Buyer must insure all such Products for their full price against all risks to Seller's reasonable satisfaction and hold the policy on trust for the Seller; and

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produce a copy of Buyer's insurance policy upon request ; The Buyer may use such Products and sell them in the ordinary course of its business at the best price reasonably obtainable in the Buyer's business , but account to the Seller for the proceeds of sale but not if the Seller revokes that right (by informing the Buyer in writing) or the Buyer become insolvent.

- VIII. The Buyer must inform the Seller (in writing) immediately if the Buyer becomes insolvent.
- IX. The Buyer's right to sell or use the Products shall cease immediately if the Buyer is in material breach of this contract, a bankruptcy order is made against the Buyer or the Buyer enters into liquidation, whether compulsory or voluntary, or makes an arrangement with creditors or petition for an administration order or have a Receiver or Manager appointed over all part of the Buyer's assets or generally becomes unable to pay the debts.
- X. The Buyer grants the Seller an irrevocable authorization at any time to enter any premises where the Products are or may be stored to inspect them or, where your right to possession had ended, to recover them.
- XI. Despite the Buyer's physical possession of any Products, the Seller shall have the right to take legal proceedings to recover the price of any Products supplied to the Buyer should the Buyer not pay the Seller in full by the due date.
- XII. The Buyer is not entitled to pledge (or in any way charge by way of security for any indebtedness) any of the Products which remain the Seller's property, but if the Buyer do so, all monies owing by the Buyer to the Seller shall (without prejudice to any other of our rights or remedies) immediately become due and payable.
- XIII. The Seller reserves the right to stop supplying the Products to the Buyer at any time and withdraw any credit facility provided to the Buyer.

Payments to be made, **by telex transfer**, into the following accounts, net of all bank charges :

Beneficiary : Westcon Group Egypt.

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8. PACKING

Except where otherwise contracted for, packing shall be that normally supplied by manufacturers or by the Seller for underdeck ocean shipment for similar types of materials and equipment. Wood boxing, or special packing, will be furnished at extra charge to the Buyer

9. TAXES

Prices shown do not include any subsequent sales tax, excise, duties, withholding taxes or other government charge payable by Seller to any authority. Any such taxes now or hereafter imposed upon sales or shipments shall be for the account of the Buyer and shall be added to the purchase price. The Buyer agrees to reimburse Seller for any such tax, excise, duties, deductions or payments of whatsoever nature or provide Seller with an acceptable tax exemption certificate. The invoice for the Products rendered to be settled in full by the Buyer without any deductions.

10. DELIVERY

- I. All terms of delivery agreed by the parties shall be delivered and interpreted according to Incoterms 2020 or as updated from time to time, except where specifically otherwise agreed in writing between the parties.
- II. Seller is not accountable for delays in delivery if caused by any legislative, administrative, or executive law, order or regulation of the Federal Government or any State or Municipal Government or any subdivision, department, agency, officer or official thereof, or if caused by, but not limited to, war, riots, labour conflicts, natural catastrophes, acts of God, strike, flood, fire, accidents, delays of carrier, inability to obtain suitable and sufficient labour or necessary supplies of raw materials or other unavoidable contingencies beyond the Sellers control.
- III. When such occurrences result in a significant over-running of the delivery time quoted by Seller, Seller is entitled to adapt the prices, delivery dates and other conditions to the new situation. Should this adaptation not be accepted by the Buyer, or not be possible due to other circumstances, Seller is entitled to withdraw from the contract and to invoice the expenditure incurred up to the date of withdrawal.
- IV. Factory shipment or delivery dates are the best estimates of our suppliers and are not binding. In no case shall the Seller be liable for any consequential loss, or special damages arising from any cause.
- V. Delivery of the Products will be accepted at any time of day. If Buyer fails to take delivery, or provide any necessary documents, the Products will be deemed to have been delivered and Seller may, without prejudice our its other rights, at Seller option :
 - ☐ store or arrange for storage for the Products until actual delivery or sale and charge Buyer for all related costs and expenses (including, without limitation, storage and insurance); and/or :
 - ☐ following written notice to Buyer, sell any of the Products at the best price reasonably obtainable in the circumstances and charge Buyer for any shortfall below the price under the Contract.

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- ☐ From the time of the delivery of the Products shall be at the risk of the Buyer who shall be solely responsible for their custody and maintenance.
- ☐ Buyer must inspect the Products on delivery. If any Products are damaged (or not delivered) Buyer must notify Seller within five working days of delivery (or the expected delivery time). If proof of delivery is required, this must be provided within 14 days of the date of the invoice.

11. LABOUR CHARGES

Seller shall not be held liable for any labour charges other than those agreed upon in advance between the manufacturer and the Buyer of the materials and equipment covered in any quotation.

12. SHIPMENT

Seller will, when specifically requested and upon full compensation for all expenses incurred, including storage, demurrage, handling charges and brokerage, undertake to arrange for the Buyer's account, for ocean or air shipment, insurance, shipping declarations, etc.

13. INSURANCE OF SHIPMENTS

- I. For all Ex- Warehouse Shipments (Ex-Jebel Ali/Ex-Dubai/Ex-Riyadh/ Ex-Bahrain etc.) - the risk in the Products passes to the Buyer on handing over the Products by the Seller or his agent to the Buyer or his appointed agent. Insurance coverage will be the responsibility of the Buyer. This is also true in cases where the Seller at the request of the Buyer agrees to transport the Products to the Customer's Destination. In such cases the Buyer is responsible for insuring the Products during transportation.
- II. For C&F Shipments – the risk in the Products passes to the Buyer on handing over the Products by the Seller or his agent to the Buyer or his appointed agent. The insurance coverage will be the responsibility of the Buyer.
- III. For CIF Shipments - the risk in the Products passes to the Buyer once the Products are cleared by the Buyer. In such cases the Seller's responsibility for shortages/damages/missing items ceases once the Buyer signs for clean receipt of the Products. Seller will not accept any responsibility unless the shortages/damages/missing items have been endorsed in the waybill by the delivery agent and informed to the Seller within 3 working days.

14. BUYER'S REQUIREMENTS

Material and equipment included in this quotation are based on the Seller's interpretation of the Buyer's requirements which are subject to verification by Buyer or his representative. Seller shall not be liable for materials or equipment not conforming to the Buyer's requirements or additional costs if such are due to the fact that the information submitted to the Seller by Buyer did not correspond to the actual circumstances or was incomplete.

15. RETURNS

- I. Seller reserves the right to levy a reasonable administration charge in respect of Product returns where no defects in materials or workmanship are found.

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- II. Returns are subject to the following : (a) prior authority having been obtained from Seller which will be given at Seller's sole discretion ; (b) the request for a return must be made via a Customer Return Authorization form (CRA form) with details of the products, quantity and the reason for return and the Products in question must be returned within 5 days of the authority to return ; (c) The Seller's stock rotation privileges with the manufacturer ; (d) the products must be properly packed (original packaging) ; and (e) the Products must be in a saleable condition. The Seller reserves the right to reject any Products which do not comply with the terms set out above.

16. DEFECTIVE RETURNS

- I. Products are accompanied by Manufacturer's warranty. Manufacturer reserves the right to change the warranty and service procedures set forth in such warranty or otherwise for Products not yet invoiced by Buyer at any time without liability to Buyer or to any other person by reason of any such change.
- II. Buyer shall advise the Seller of any defect in Products delivered hereunder within 5 working days of Delivery or 14 days of the Invoice date if proof of delivery is required and, without deduction or offset, upon obtaining prior authorization of the Seller, Buyer may return Products found to be defective for replacement. The Seller reserves the right to require Buyer to return defective Products directly to the Manufacturer for replacement in accordance with the Manufacturer's policy for Product return.
- III. Buyer must pay return freight to either the Seller's warehouse or the Manufacturer's premises. The freight cost of any repaired or replacement product will be borne by the Seller or the Manufacturer. All returns must be sent only on receipt of a RMA (Return Material Authorization) number and be returned in a) Original packaging, b) re- saleable condition, complete and unused. Defective and DOA (Dead on Arrival) returns are tested and Products found not to be defective will be returned to Buyer and charged freight for both inbound and outbound transit. Credit Memos will be issued for defective returns.
- IV. Buyer shall bear the risk of loss or damage during transit and shall insure the same accordingly. Manufacturer shall not be obligated to repair or replace Products rendered defective, in material or workmanship, in whole or in part, by causes external to the Products, such as, but limited to, in-transit damage, catastrophe, power failure or transients, over voltage on interface, environmental extremes, improper use, maintenance and application of Products, or use of unauthorized parts. Buyer is expected to insure or bear the losses due to above reasons.

17. WARRANTIES

All materials and equipment included in the Seller quotation are warranted only to the extent of the manufacturer's warranty. This warranty will be furnished on written request.

18. BUYER'S REMEDIES

Buyer's remedies for any defects in the materials and equipment covered by the Seller's quotation are limited to the express terms of the manufacturer's warranty and are subject to any exclusions and limitations contained in manufacturer's terms and conditions to Seller including, without limitation, the time within warranty claims

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must be made and as to the amount or nature of damages which may be claimed. A copy of such terms and conditions will be furnished upon written request. IN ANY EVENT, SELLER SHALL NOT BE LIABLE FOR CLAIMS FOR CONSEQUENTIAL OR SPECIAL DAMAGES OR FOR ANY EXPENSES INCURRED BY REASON OF THE USE, SALE, FABRICATION, REMOVING, RETURNING OR REPLACING OF THE MATERIALS OR EQUIPMENT COVERED BY THIS QUOTATION WHICH ARE FOUND TO BE DEFECTIVE. In addition, claims for shortages, other than loss in transit, must be made in writing not more than five(5) days after receipt of shipment. Failure to deliver such notice in writing in due time to the Seller shall be deemed to be a waiver of all claims for such shortages. Finally, no material or equipment may be returned to the Seller without the written consent of the Seller and all material or equipment that is returned must be consigned insurance and carriage prepaid and packed in their original packing.

19. WAIVER

Unless otherwise specifically stated herein the failure of Seller and Buyer to insist upon the performance of any of the terms and conditions of this contract or to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right under this contract.

20. MODIFICATION OF CONTRACT

No terms and conditions other than those stated herein, and no agreement or understanding, oral or written, in any way purporting to modify these terms and conditions, whether contained in Buyer's purchase or shipping release forms or elsewhere, shall be binding on the Seller hereinafter unless made in writing and signed by Seller's authorised representative.

21. DOCUMENTATION/SPECIFICATION

- I. Mention of a Product in any catalogue or price list does not necessarily imply that the Product is available for sale and the Seller reserves the right at all times to discontinue the sale of any Product.
- II. Unless otherwise specifically stated, specification of the Products shall be the Seller's standard specification for the country concerned in force at the time of the order. The Seller reserves the right to make any alterations in the specifications or design of any Product. It also reserves the right to deliver Products meeting the altered specification or design in fulfillment of any order for Products of a previous specification or design, provided the altered Products are not materially different from and are designed for the same purpose as the ordered Products.

22. LIMITATION OF LIABILITY

The Seller shall not be liable to Buyer or any other party for any loss, damage, or injury which results from the use or application by Buyer or any other party of products and/or services delivered to Buyer. In no event shall the Seller be liable to the Buyer or any other party for loss, damage, or injury of any kind or nature arising out of or in connection with these terms and conditions, or any agreement into which they are incorporated, or any performance or non-performance under these terms and conditions, its employees, agents or subcontractors, in excess of the net purchase price of the products and/or services actually delivered to and paid for by the Buyer hereunder.

In no event shall the Seller be liable to the Buyer or any other party for indirect, special or consequential damages, including but not limited to loss of goodwill, loss of anticipated profits, or other economic loss

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arising out of or in connection with Seller's breach of, or failure to perform in accordance with, any of these terms and conditions. Buyer hereby expressly waives any and all claims for such damages.

23. COMPLIANCE WITH EXPORT CONTROL

- I. Buyer acknowledges that the Products purchased from the Seller may be subject to export control laws and regulations of the United States, including but not limited to the Export Administration Regulations ("EAR"), and sanctions **regimes of the U.S.** Department of Treasury, Office of Foreign Assets Controls. The Buyer agrees to comply with these laws and regulations. The Buyer hereby agrees to comply with the Egyptian Export and Import laws and regulations (when applicable).
- II. Buyer undertakes not to export, re-export, or transfer any Products, software, or technology received from the Seller, either directly or indirectly without U.S. Government authorization:
 - ☐ to any country subject to a U.S. trade embargo (currently Cuba, Iran, North Korea, Sudan and Syria) or to any resident or national of any such country, or
 - ☐ to any person or entity listed on the "Entity List" or "Denied Persons List" maintained by the U.S. Department of Commerce or the list of "Specifically Designated Nationals and Blocked Persons" maintained by the U.S. Department of Treasury.
 - ☐ To any end-user engaged in activities related to weapons of mass destruction including but not limited to i) the design, development, production, or use of nuclear materials or facilities, or nuclear weapons; ii) the design, development, production, or use of missiles or support of missiles projects; and iii) the design, development, production, or use of chemical or biological weapons.
 - ☐ agree not to sell transfer, or re-export the product listed above to, or for government end-users other than those of, or in:

Austria, Australia, Belgium, Canada, Czech Republic, Cyprus, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Japan, Latvia, Lithuania, Luxembourg, Malta, Netherlands, New Zealand, Norway, Poland, Portugal, Slovakia, Slovenia, Spain, Sweden, Switzerland, United Kingdom, United States without prior authorization from our local and US Government.
 - ☐ agree not to supply encryption network services (e.g. running a virtual private network) using restricted products, to Government end-users other than those of, or in:

Austria, Australia, Belgium, Canada, Czech Republic, Cyprus, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Japan, Latvia, Lithuania, Luxembourg, Malta, Netherlands, New Zealand, Norway, Poland, Portugal, Slovakia, Slovenia, Spain, Sweden, Switzerland, United Kingdom, United States without prior authorization from our local and US Government.
 - ☐ agree to notify the current and subsequent consignees and end –users of foregoing conditions.

The Products are subject to applicable national or International Export Control Regulations. Authorization may be required due to the end user and/ or end use of the Products.

Buyer undertakes to indemnify the Seller and Seller's Supplier for all claims made against them for the Buyer's failure to comply with the applicable Export Control procedures as detailed above.

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24. COMPLIANCE WITH ANTI-CORRUPTION & ANTI-BRIBERY LAWS

Buyer agrees to comply with all applicable foreign or domestic anti-bribery and/or anti-corruption laws, regulations and legislative and/or regulatory requirements, as amended from time to time, including the UK Bribery Act 2010, the US Foreign Corrupt Practices Act 1977 and any laws intended to implement the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions ("Anti-Corruption Laws"). Buyer agrees to refrain from engaging in any illegal, unfair or deceptive trade practices, unethical business practices, and making any representation inconsistent with the specifications provided by Seller. Buyer shall not and shall require that all of its personnel shall not, directly or indirectly, pay, offer, promise to pay or authorize the payment of, any monies or financial or other advantage in violation of Anti-Corruption Laws. Further, Buyer warrant and undertake that it has not and shall procure that all of its personnel have not taken or will take, directly or indirectly, any action that would cause the other party hereto or its officers, directors, employees and/or affiliates to be in violation of Anti-Corruption Laws. Buyer warrants that it shall require that its indirect resellers/end users comply with Anti-Corruption Laws and undertakes to obtain a written agreement from each indirect reseller to comply with Anti-Corruption Laws. Notwithstanding any other clause herein, Buyer shall indemnify Seller against all liabilities, costs, losses, liabilities, fees, penalties and expenses (including legal expenses) resulting from any claims, suit or investigation of any kind arising from any breach of this Section 25 by Buyer or an indirect reseller.

25. INDEMNITY

Buyer shall defend and indemnify Seller against all third party claims, suits, losses, damages, liabilities, costs, and expenses (including reasonable legal expenses and fees) resulting from or relating to: (a) any representations, warranties, guarantees, or other written or oral statements made by or on behalf of Buyer relating to the Products, related documentation and/or support services; (b) claims made against Seller by End Users or indirect resellers for acts or omissions made by Buyer including in connection with any delay, cancellation, cessation or interruption of the supply of a Product; (d) Buyer's failure to comply with any applicable laws or regulations; (e) Buyer's modification of the Products, whether authorized by Seller or not and any claim against Seller in connection with any unauthorized installation, use, copying, access or distribution of any Product that Seller has provided to the Buyer as part; (f) any alleged infringement or misappropriation of any Intellectual Property Rights of any third party based on or related to Product modifications, and/or (g) Buyer's breach of an indirect reseller or End User requirement in this Agreement or an End User or indirect reseller arrangement or agreement made by Buyer. Seller will give Buyer prompt written notice of such claim and will provide Buyer with related information and reasonable assistance.

26. GOVERNING LAW

These terms and conditions shall be interpreted in accordance with the laws of the Arab Republic of Egypt, and to exclude the operation and effect of the CISG on these terms, and the Seller and the Buyer hereby consent to the exclusive jurisdiction of the Egyptian Courts for any disputes or reference.

27. CONFIDENTIALITY

Each party agrees that all business, technical, financial and other information that it obtains from the other is the confidential property of the disclosing party ("Confidential Information" of the disclosing party). Except as expressly and unambiguously allowed herein, the receiving party will hold in confidence and not use or disclose any Confidential Information of the disclosing party and shall similarly bind its employees in writing.

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Each party may disclose Confidential Information of the other to the receiving party's parent company and affiliates, provided that employees receiving such Confidential Information are bound by Confidentiality obligations at least as restrictive as those contained herein. Upon request of the disclosing party, the receiving party will return to the disclosing party or destroy (and certify such destruction) all Confidential Information of such disclosing party, documents and media containing such Confidential Information and any all copies or extracts thereof.

28. FORCE MAJEURE

Neither party shall be liable to the other for a failure to perform any of its obligations under this Agreement, except for payment obligations due to circumstances beyond its reasonable control, provided such party notifies the other of the delay.

The above Terms & Conditions supersedes any previous version issued earlier.

Agreed for and on behalf of Buyer:

Buyer

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Signature

Name

Title

Date

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