

GENERAL TERMS AND CONDITIONS OF SALE, DELIVERY AND PAYMENT

1. Scope of application

The general terms and conditions (hereinafter the «GTCs») of INGRAM MICRO GmbH (hereinafter «INGRAM MICRO») shall apply to all services and products (hereinafter «Products») that INGRAM MICRO offers and sells. Customers refers to natural and legal persons that have a business relationship with INGRAM MICRO. Customers refers to specialist dealers and resellers. The GTCs shall apply to all Products and services – those with costs and those which are free of charge – that INGRAM MICRO offers or provides. Sales and service shall be carried out exclusively in accordance with the GTCs of INGRAM MICRO. Terms and conditions issued by the customer which conflict with or differ from these GTCs shall not be recognised, unless INGRAM MICRO has expressly agreed to their validity in writing, and they do not contradict the GTCs of INGRAM MICRO. All amendments, additions, agreements or supplementary agreements having binding legal effect must be in written form to be valid. The current binding version of the GTCs is published on the internet at www.ingrammicro.ch. A hard copy can also be obtained from INGRAM MICRO.

2. Offers, orders and prices

All offers from INGRAM MICRO are obligation-free. The current prices are published in our online ordering system, errors and omissions excepted. Furthermore, other agreements to the contrary between the customer and INGRAM MICRO remain reserved. Prices are valid only after INGRAM MICRO delivers an order confirmation. Price reductions from manufacturers and suppliers will be passed on to customers where possible; the same applies to price increases. The prices of products and services are strictly net in Swiss francs (CHF), and do not include VAT. Ancillary costs, such as those for packaging, shipping, delivery and insurance, are not included in the prices. Depending on the payment type, freight costs shall be invoiced as a separate item. The product prices and the ancillary costs shall always be charged according to the price list that is current at the time of the order confirmation or delivery. Orders for which no fixed prices have been agreed will be invoiced according to the list prices valid on the day of delivery. INGRAM MICRO may make price changes at any time, also without giving advance notice of its intention to do so. Support services are not included in the product price. Statutory and regulatory charges (SUISA/SWICO) will not be shown separately in each case; they will be contained in the price of each taxable product.

3. Delivery dates, order cancellations

The delivery dates specified by INGRAM MICRO shall be based on information from the delivery source, on timely delivery on the part of the suppliers and manufacturers, and shall be without guarantee. In no event shall INGRAM MICRO be held responsible for consequential damages for the customer resulting from delayed delivery. The customer may only cancel an order due to delayed delivery if INGRAM MICRO is also able to cancel its order with the supplier or manufacturer. Cancellation of an order by the customer – for whatever reasons – generally requires written approval from INGRAM MICRO.

4. Shipping

Shipping shall take place from the Logistics Centre in Altshofen (CH) and/or the Logistics Centre in Straubing (D). All shipments, including possible returns, shall be for the account and at the risk of the customer, unless otherwise agreed in writing. If the shipping or the delivery is delayed at the customer's request, the risk shall already pass to the customer from the day that the goods are ready for despatch. All freight, packaging and insurance costs shall be for the account of the customer. Special services such as express deliveries or cash on delivery shipments shall be invoiced separately. If goods ordered by the customer for pick-up are not collected at the Logistics centre in Altshofen (CH) within five days of the invoice date, INGRAM MICRO shall have the choice of delivering the goods to the customer with costs or cancelling the customer's order.

5. Transfer of benefit and risk

With the transfer of the products to the transport company, the risk shall pass from INGRAM MICRO to the customer. In the event of collection by the customer or his representative, the risk shall pass to the customer with the handing over of the goods.

6. Transport damage

The customer undertakes to check our deliveries immediately upon receipt for completeness and compliance. Any irregularities or transport damage, of whatever kind, must be noted on the delivery papers of the forwarding agency or immediately reported to the post office responsible for the postal delivery. In the event of hidden damage, INGRAM MICRO must be immediately informed in writing within five working days. Non-observance of the aforementioned grace period will result in the customer losing any claims for compensation and transport insurance. In the event of transport damage and irregularities of any kind, INGRAM MICRO shall always receive a statutory declaration from the customer.

7. Incorrect deliveries, complaints, returns

The customer undertakes to check deliveries immediately upon receipt of the goods for completeness and compliance of the delivery documents with his order. Incorrect deliveries, incorrect orders, defects or complaints of any kind shall immediately be communicated to INGRAM MICRO in writing. If there is no complaint within five working days of receiving the products, the delivery shall be deemed to be according to contract. If the products are picked up by the customer, his signature of receipt on our delivery papers is deemed proof of full and proper receipt of the delivery. A return of products by the customer requires, in each case, the prior agreement and the corresponding return despatch note with RMA number from INGRAM MICRO. The additional terms and conditions listed on the return despatch note for the reacceptance and credit of products also apply for returns. Returns shall take place at the expense and risk of the customer. Procurement articles (specially ordered for the customer) cannot be returned. INGRAM MICRO reserves the right to return products with missing or defective original packaging or products which

are no longer in perfect working order to the customer at his expense and risk. If INGRAM MICRO still accepts the return, INGRAM MICRO shall be entitled to make a reduction in the credit note at its own discretion.

Product returns which are arranged not through the fault of INGRAM MICRO (goodwill returns) are only ever possible for A-products (stock items). For authorised goodwill returns from the sixth day after the invoice date, the customer shall be charged the following fees for the administrative handling:

- For unopened products, a processing fee of 5% of the product value, but at least CHF 25.00, shall be levied.
- For opened, complete products in the original packaging, you shall receive a buyback offer less a CHF 25.00 processing fee from us.

INGRAM MICRO reserves the right to check and assess approved goodwill returns on receipt of the goods for compliance with the return request. In the case of deviations from the request, the reacceptance/credit of the products may be refused and the products returned to the customer at his expense and risk. In the event of a price decrease after invoicing, the customer shall be credited with the product value based on the lower current price; in the event of a price increase, the customer shall be remunerated to a maximum of the original purchase price.

8. Guarantee

Any guarantee claims of the purchaser are limited to the scope of the manufacturer's warranty. Our guarantee is limited, at our option, to the replacement of the defective item or to the refund of the current market value of the unreplaced item. Mechanical effects and/or manipulation of the sales goods shall cause any guarantee claim of the customer to be rendered invalid. Claims for compensation, of whatever kind, such as assembly or disassembly costs or those due to damages, which are immediately or not immediately traced back to the items delivered by us, are excluded. In this respect, we shall hand over all manufacturing guarantees to the customer. Any guarantee on our side shall not apply if the manufacturer does not meet its guarantee obligations. We draw your attention to the fact that INGRAM MICRO systems are mostly developed and manufactured overseas. These systems are therefore also not checked for compliance with Swiss standards, in particular in terms of security and accident prevention regulations, and will thus not comply with them in some instances.

9. Guarantee processing

The customer shall apply to INGRAM MICRO for a return permit, including a detailed description of the fault for the defect device. INGRAM MICRO shall provide the customer with an appropriate permit in the form of a return shipping note/RMA number if the guarantee claims are legitimate and the guarantee processing takes place via INGRAM MICRO. The terms and conditions for returns are an integral part of the guarantee processing and are listed on the return shipping note. These terms and conditions are

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available on our website for download. If the manufacturer or supplier provides an external service point for defective devices, the customer will be informed of this for the processing of his guarantee claims. INGRAM MICRO shall pass on only the manufacturer's or supplier's guarantee to the customer.

10. Reservation of title

The delivered goods remain the property of INGRAM MICRO until all accounts receivable from the business relationship between the customer and INGRAM MICRO are paid in full. The customer or the purchaser is entitled to resell the reserved goods in the ordinary course of trade; however, the customer is not allowed to pledge or pledge the reserved goods as security. The customer and/or the purchaser undertakes to secure our rights of reserve in the event of resale of the reserved goods on credit.

11. Payment

As a rule, invoices are issued once the goods are delivered. In general, invoices become payable and due, net, 14 days after the invoice date, except in the case of new customers, who are usually only supplied against prepayment. If an invoice is not paid within the grace period, the customer shall find him/herself in arrears, without any reminder. Early payment shall not entitle the customer to discounts. It is not permitted to offset or withhold payments due to any counterclaims. If the agreed grace period is exceeded, we shall charge default interest in the amount of 1% of the invoice sum per month. In the event of a default in payment, INGRAM MICRO shall be entitled, without prior notice to the customer, to retain further orders or deliveries of the customer until the outstanding amounts have been paid. Furthermore, INGRAM MICRO reserves the right to sell the goods reserved by the customer on to other customers of INGRAM MICRO. In the event of foreseeable liquidity shortages, the customer must immediately inform INGRAM MICRO of this.

12. Credit limit

The credit limit shall be determined by INGRAM MICRO. New customers are generally only entitled to make purchases against advance payment. A creditworthiness test shall be carried out for a permanent credit limit. The customer agrees to make the required documents available to INGRAM MICRO and to issue the credit department with the required information.

13. Offsetting, right of retention

The customer is not entitled to offset any claims from INGRAM MICRO with counterclaims. Every right to retention or to temporarily withhold money on the part of the customer is explicitly excluded.

14. Liability

INGRAM MICRO undertakes to provide services to the customer with due care according to the current GTCs and the remaining contractual terms and conditions. Claims for damages stemming from impossibility of performance, from contractual violations, from fault upon conclusion of

the agreement, and from liability in tort against us and also against our employees and/or vicarious agents shall be excluded, unless intentional or grossly negligent acts have taken place. Liability for indirect damages and consequential damages which result from direct use, from errors or from loss of production is excluded.

15. Re-export, anti-corruption

The products sold by INGRAM MICRO are partially subject to U.S. and Swiss export control regulations. The customer undertakes to request a special export permit from the competent authority (at present the Department for Import/Export of the Federal Department of Economic Affairs) before any re-export of the products. In the event of the sale or transfer of the products, this obligation is to be transferred to the respective buyer with the obligation of passing it on further. The customer is not permitted to offer payment to an officer or a person with special public service obligations, or to offer, promise or guarantee another benefit to this person or his immediate relatives as an inducement for having performed an official act or for performing an official act in the future which provides unfair advantage to the customer or INGRAM MICRO with regard to the delivery of goods or business services.

16. Data protection, information for the manufacturer

The parties acknowledge and agree to comply with the applicable data protection and privacy legislation, including without limitation the Swiss Federal Law on Data Protection (Bundesgesetz über den Datenschutz) and the EU General Data Protection Regulation (Regulation (EU) 2016/679), when processing personal data of the other party.

If in the course of providing Products or Services under these GTC INGRAM MICRO processes personal data as a data processor on behalf of the customer as a data controller, special provisions for such processing of personal data would apply in addition to these GTC, available under <https://ch.ingrammicro.eu/about-us/rechtliches/datenschutz>.

The Ingram Micro Global Privacy Statement is available at <https://corp.ingrammicro.com/Terms-of-Use/Privacy-Statement.aspx>; Personal Data-related questions or requests can be sent to privacy@ingrammicro.com.

The customer agrees to INGRAM MICRO providing its suppliers, manufacturers and credit insurers with its sales and customer data as part of «Manufacturing and customer reporting». If the manufacturer offers special project prices for project business transactions, the customer must supply INGRAM MICRO GmbH upon request with a copy of proof of delivery of the products and the invoice to the end customer within 10 days. The customer undertakes to follow the respective guidelines of the manufacturers for project business. This also applies for the storage period of the paperwork relating to the project business according to the commercial law and tax regulations. If the customer violates our guidelines or those of manufacturers, INGRAM MICRO GmbH shall have the right to invoice any improperly claimed amounts by the purchaser and to exclude the customer from any future special project prices.

17. Use of INGRAM MICRO tools and data

The customer may pass on data which he receives for use from INGRAM MICRO to third parties only with the express written agreement of INGRAM MICRO. The customer itself is responsible for the access data. Any damages resulting from improper use, such as with passwords, cannot be asserted against INGRAM MICRO.

18. Amendments to and validity of the general terms and conditions

INGRAM MICRO reserves the right to amend the GTCs at any time. Amendments to the currently valid GTCs are available for all customers on our website. For orders which were placed before the amended GTCs came into force and which became valid as a result of an order confirmation of INGRAM MICRO, the previous GTCs also apply after the coming into force of the amended GTCs. The valid and current version of the GTCs can be found on the website of INGRAM MICRO and replaces earlier versions without notification to the customer.

19. Place of jurisdiction and place of performance

All obligations arising from the contractual relationship shall be subject to Swiss law. The place of jurisdiction for all legal disputes arising from the contractual relationship, its creation and its effectiveness shall be our company's registered office.

INGRAM MICRO GmbH, Cham
May 2018