

## SALES TERMS AND CONDITIONS

### 1 BASIS OF THE SALE

- 1.1 All sales made by IM to Purchaser are subject to these Terms. Purchaser's acceptance of these Terms shall be deemed by (i) Purchaser signing these Terms or (ii) Purchaser providing a purchase order to IM, or (iii) Purchaser's acceptance of any Product or Service from IM, whichever occurs first.
- 1.2 These Terms and any document(s) referred to herein shall apply to sales of all the Products to Purchaser and supersede all prior understandings, arrangements and agreements. IM's acceptance of Purchaser's purchase order is limited to these Terms without any modification, or exception. Additional terms and conditions on any Purchaser document (e.g., order) will have no effect (i.e., will not change or add to these Terms whether or not IM specifically objects to those terms and conditions). 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 UNLESS MUTUALLY AGREED IN WRITING.
- 1.3 In the case of orders placed by Electronic Means which refer to any terms and conditions of the Purchaser, IM's automatic taking on to its system of such order shall amount to a rejection of the Purchaser's terms and conditions and an offer to supply the Products and/or Services ordered on the basis of these Terms.
- 1.4 Without prejudice to the application of these Terms, additional and more detailed terms may apply for certain Products and/or Services, including specific terms applicable to special prices offered by Suppliers through IM ("Special Terms") and additional terms may apply with respect to IM's delivery and other aspects of its business. Any additional terms and the updated Special Terms will be made available on IM's web site <https://www.armada.com.tr/> or otherwise made available to Purchaser. It is the Purchaser's responsibility to be aware of and adhere to the additional and Special Terms as current from time to time, and by ordering Products and/or Services from IM the Purchaser agrees to be bound by additional and Special Terms and Purchaser agrees to indemnify IM for any claims made against IM by the Suppliers related to Purchaser's non-compliance with such Special Terms

### 2 DEFINITIONS

- 2.1 "Cloud/MSP Supplier" means data center/device software/hardware and cybersecurity software/hardware Suppliers that operate programs whereby participating Purchasers receive rights to use Products to provide a term-based services for access by their End Users (each, a "Cloud/MSP Program"). The specific terms of the Cloud/MSP Program operated by the Suppliers are listed in a separate Supplier Exhibit provided to MSP and in the applicable Supplier program guide.
- 2.2 "End User" means any customer of the Purchaser that purchases the Products or Services through the Purchaser.
- 2.3 "Electronic Means" means any electronic means including without limit on the Web, by EDI or XML, or Inside Line®.
- 2.4 "IM" means INGRAM MİCRO BİLİŞİM SİSTEMLERİ ANONİM ŞİRKETİ residing at Ayazaga Mah Azerbaijan Cd. Vadi Istanbul 2B Blok K:4 Sariyer, Istanbul, Turkey.
- 2.5 "Intellectual Property" means all trademarks, copyright and other intellectual property rights.
- 2.6 "Managed Services" means services for remotely managing an End User's infrastructure and/or end-user systems and/or end user hosted infrastructure/subscription.
- 2.7 "MSP" means an entity that intends to provide subscription computing service that allows end users to access the computing or

processing power or software applications or hardware that are installed and operated on the systems of the entity and/or on the systems and/or devices of the end user or on the systems of a third party entity and/ the systems of the Supplier, and that holds a valid contract and/or partnership with the applicable Supplier to participate in the desired Cloud/MSP Program, if required by the applicable Supplier, and is in full compliance with the applicable Supplier Exhibit and the current terms of the Cloud/MSP Program as set forth by the Supplier.

- 2.8 "Non-Conforming Product" shall mean a Product that does not conform to the Supplier's Warranties.
- 2.9 "Personal Data" is information about an identified or identifiable individual as defined in the applicable data protection legislation.
- 2.10 "Purchaser" means the person, business or company named below that is purchasing the Products from IM.
- 2.11 "Products" means any products (including software) or services, where applicable, supplied to Purchaser by IM and described in IM's invoice.
- 2.12 "Services" means any services supplied or performed by IM or its authorised service providers to the Purchaser.
- 2.13 "Supplier" means the manufacturer or publisher of a particular Product.
- 2.14 "Supplier's Warranties" means the warranties, if any, provided by the applicable Supplier of a particular Product.
- 2.15 "Terms" means any and all terms and conditions contained in this document, including any and all terms and conditions contained in any annex, appendix, schedule, exhibit or any other document enclosed with, attached or related to this document.

### 3 ORDERING

- 3.1 All orders for Products placed by Purchaser:
- (i) must be made in accordance with IM's ordering requirements; and
- (ii) are subject to IM's acceptance. A purchase order will be deemed accepted by IM when IM ships the Products, or a back order or delivery delay is confirmed in writing by an authorised representative of IM to Purchaser or when IM commences performance of the ordered Service, or the order is confirmed in writing by IM (including by email and other electronic means). IM may at its own discretion reject any order placed by Purchaser if there is an insufficient supply of Products which prevents IM from being able to fulfill such order.
- 3.3 EXCEPT IN CLOUD/MSP PROGRAMS IDENTIFIED BY IM AND AUTHORIZED BY THE SUPPLIER WHERE PRODUCTS ARE NOT FOR RESALE, 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. Purchaser agrees to indemnify and hold IM harmless from and against any and all liability, costs or damages arising from Purchaser's resale of Products outside of the countries authorized by the Supplier of the Products.
- 3.4 Unless otherwise agreed in writing by an authorised representative of IM, Purchaser may not cancel an order which has been accepted by IM.
- 3.5 IM disclaims any liability for any errors in the Purchaser's purchase order.

### 4 PRICE

- 4.1 A quotation by IM does not constitute an offer and IM reserves the right to withdraw or revise any quotation at any time prior to IM's acceptance of Purchaser's order.
- 4.2 The price of the Products will be IM's quoted price. All prices are subject to change without notice and will be established at time of

order acceptance by IM. Prices for backordered Products are not guaranteed.

## **5 CREDIT AND PAYMENT TERMS**

- 5.1 Unless agreed otherwise in writing by an authorised representative of IM, payment is required prior to delivery of the Products to Purchaser. No cash payments will be accepted, IM reserve the right to cancel the purchase order and refrain from delivering the Products if the Purchaser fails to pay the price prior to delivery.
- 5.2 All payments shall be in the currency set forth in the price list or invoice of IM.
- 5.3 Purchaser must pay to IM any amount Purchaser owed to IM in full, despite any right of set-off that Purchaser may have. Time shall be of the essence.
- 5.4 If Purchaser wishes to apply for a credit limit or payment term, Purchaser shall furnish to IM all financial information reasonably requested by IM from time to time for the purpose of establishing or continuing Purchaser's credit limit.
- 5.5 IM shall have the right from time to time, without notice, to change or revoke Purchaser's credit limit on the basis of changes in IM's credit policies or Purchaser's financial condition and/or payment record.
- 5.6 Purchaser shall pay all costs of collection including reasonable attorneys' fees.

## **5A. DEFAULT OF PAYMENT**

- 5A.1. A service charge of the lesser of one and one-half percent (1 ½%) per month or the maximum amount allowed by law will be charged on all over due amounts commencing on the date payment is due up to date of full payment.
- 5A.2. Without prejudice to any rights or remedies IM may have at law or equity, if Purchaser fails to make timely payment to IM:
  - (a) all amounts owing by Purchaser to IM on any account will immediately become due and payable together with legal costs of enforcement; and/or
  - (b) IM may immediately suspend the provision of credit to Purchaser until all amounts owing are paid for in full; and/or
  - (c) IM may delay or cancel future deliveries and/or to reduce or cancel any or all quantity discounts extended to Purchaser

## **6 TAXES**

- 6.1 Unless stated otherwise in these Terms (or in writing by IM's authorised representative), all prices quoted for Products are exclusive of all applicable taxes, handling, delivery, agents' charges and any other charge, duty or impost.
- 6.2 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.
- 6.3 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. If Purchaser is required to pay any withholding tax, charge or levy in respect of any payments due to IM hereunder, Purchaser shall gross up payments actually made such that IM shall receive sums due hereunder in full and free of any deduction for any such withholding tax, charge or levy.

## **7 SHIPMENT AND DELIVERY**

- 7.1 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.
- 7.2 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 or late performance of Services howsoever caused.

- 7.3 IM may make part deliveries of any order, and each part delivery will constitute a separate supply of the Products or Services upon these Terms.
- 7.4 Upon receiving the Products the Purchaser must sign the delivery note if so required by IM's representative. IM shall be entitled to assume that any person who both reasonably appears and claims to have authority to accept delivery who signs a note in respect of the Products on behalf of the Purchaser or the Purchaser's customer (if IM has agreed to deliver direct) does in fact have the authority.
- 7.5 Where IM has agreed to ship Products or perform Services direct to the Purchaser's customer any such shipment or performance shall be deemed to be delivery to the Purchaser and any refusal by the Purchaser's customer to accept delivery or performance shall be deemed to be a refusal by the Purchaser. It shall be the Purchaser's obligation to report any delivery discrepancies in accordance with Clause 7B.1 and comply with Clause 7B.2 below when Products are shipped direct to the Purchaser's Purchaser or when the Products are forwarded by the Purchaser to its customers.
- 7.6 Purchaser agrees to provide to IM a proof of delivery ("POD"), custom clearance documents or any other evidence that IM may reasonably require in respect of delivery to end users at any given time and Purchaser agrees to indemnify IM for any claims made against IM by any third party resulting from or related to Purchaser's non-compliance with this provision.

## **7A. SOFTWARE**

- 7A.1. To the extent that a Product supplied under these Terms is software then, in addition to these Terms, that software Product will be supplied subject to the terms and conditions of the relevant licence agreement applicable.
- 7A.2. Software licence 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 licence agreement.
- 7A.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 licence to use that software Product.
- 7A.4. To the extent that a Product supplied under these Terms is software then the Purchaser acknowledges that the delivery of the software license by any mean of delivery (including but not limited to e-mail delivery) is considered as delivery of the Products.

## **7B. INSPECTION AND ACCEPTANCE**

- 7B.1. In the case of all Products ordered, Purchaser must:
  - (i) (For non-software Products) inspect such Products upon delivery to Purchaser's premises.
  - (ii) (For software Product) test or inspect such software Products upon those software Products being authorised by IM for downloading by Purchaser.
- 7B.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). Such notice shall be reasonably detailed and explain the discrepancy or why the purchased Product was refused.
- 7B.3. Failing such notice and to the extent permitted by law, the Products will be deemed to be conforming to the purchase order, free from defects and irrevocably accepted by Purchaser.

## **7C. TITLE AND RISK**

- 7C.1. Risk in the Products shall pass to Purchaser immediately upon delivery of the Products to the Purchaser, Purchaser's agent or into the Purchaser's custody or control; or collection of the Products by the Purchaser's nominated carrier or agent.

- 7C.2. 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.
- 7C.3. Until the Product price is fully paid IM, the 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.
- 7C.4. If Purchaser has breached these Terms, Purchaser authorises IM, at any time, to enter onto any premises upon which IM's Products are stored to enable IM to inspect the Products and/or reclaim the Products.
- 7C.5 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.
- 7C.6 Purchaser acknowledges that in the case of software Products, any refusal or failure to pay may result in cancellation of the licence to use the software Product.
- 7C.7 Purchaser agrees that the provisions of this clause apply despite any arrangement under which IM grants credit to Purchaser.

**8 WARRANTY**

- 8.1 IM does not manufacture the Products (or where the Products comprise computer software does not publish or license the software) and subject to the conditions set out below in this Clause 8 IM only sells the Products with the benefit of the Supplier's warranty.
- 8.2 To the extent permitted by law,
- (i) Products are covered by the Supplier's Warranties.
  - (ii) IM's entire responsibility with respect to warranties for the Products is to pass on to Purchaser the benefit of any such Supplier's Warranties.
  - (iii) 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.
  - (iv) IM does not warrant that repair facilities or parts will be available in respect of any of the Products.
- 8.3 Software Products are not warranted by IM under these Terms. Such software Products are warranted in accordance with the relevant licence agreements governing their use.

**9 PRODUCT RETURNS**

- 9.1 Returns will be subject to IM's returns instructions.
- 9.2 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.
- 9.3 Each claim for the return of Products by Purchaser will be dealt with in accordance with IM's return instructions.
- 9.4 Any substitute Products to be shipped to Purchaser in accordance with IM's return instructions will be sent by IM to Purchaser by ordinary freight pre-paid.
- 9.5 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.
- 9.6 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.

**10 INTELLECTUAL PROPERTY**

- 10.1 Purchaser acknowledges that:
- (i) 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
  - (ii) 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.
- 10.2 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.
- 10.3 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 THE INFRINGEMENT OF PATENTS OR TRADEMARKS OR THE VIOLATION OF COPYRIGHTS BY PRODUCTS. IM WILL BEAR NO LIABILITY TO PURCHASER OR ANY THIRD PARTY RELATED THERETO.
- 10.4 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.

**11 INFORMATION, DATA PROTECTION AND CONFIDENTIALITY**

- 11.1 In furtherance of the business relationship between IM and Purchaser, it may be necessary or desirable for IM to disclose to Purchaser certain non-public business and/or technical information that is either marked "Confidential" or by its nature should reasonably be considered confidential (the "Confidential Information"). Purchaser will protect Confidential Information from unauthorized disclosure or access by using the same degree of care it takes to protect its own confidential information which in no event shall be less than reasonable care. IM's Confidential Information may be disclosed by Purchaser to those of its employees, affiliates or agents who have a need to know and an obligation to comply with the confidentiality terms herein. The confidentiality obligations herein will not apply to information which is or becomes publicly available, is already in Purchaser's possession prior to the time a party gains access, is independently developed by Purchaser or is rightfully obtained from third parties, or as may be required to be disclosed by law or in connection with dispute resolution. Purchaser acknowledges that it has read and understood IM's Privacy Statement available at <https://corp.ingrammicro.com/privacy-statement.aspx> and agrees at all times not to do anything that would be a breach of the Privacy Statement.
- 11.2 All Product pricing, description, availability and related information ("Information") provided by IM, in any form, is the property of IM or its suppliers. IM hereby grants Purchaser a limited, non-exclusive, non-transferable license to use the Information for its internal use only for the purpose of Purchaser's purchases and sales of Products sold by IM to it. IM shall be entitled to stop the provision of Information at any time without notice. Purchaser agrees to hold in confidence and not to directly or indirectly use, reveal, report, publish, disclose or transfer to any other person or entity any of the Information or utilise the Information for any purpose except as permitted herein. IM makes no warranty, either express or implied

on the Information or its accuracy. All Information is provided to Purchaser "as is." If IM provides Information to Purchaser by Electronic Means, Purchaser agrees to update such Information regularly to ensure its accuracy. Specifically but without limitation Purchaser is not entitled to utilize Information for any purpose other than in the normal course of business of a reseller and is not entitled to use, reproduce or display the Information in any way, which in IM's opinion; (1) would enable it to be identified as information obtained from IM, (2) would enable comparison of the Information with other suppliers' information relating to Products or (3) could be damaging to IM's business interests.

11.3 Purchaser agrees that IM may disclose to its suppliers and other interested parties certain details about IM's business with Purchaser including to credit rating agencies and insurers, and of IM's sales of the respective suppliers' Products to the Purchaser. Purchaser agrees that IM may use Purchaser data, including End User data, including any Personal Data, for the purpose of marketing and sales of Products to Purchaser, and Purchaser agrees to IM's collection, storage and processing of such data for this purpose. Purchaser represents and warrants that it has all necessary consents or other legal permissions to share End User Data with IM for marketing and sales of Products. Purchaser agrees to receive Product information and promotions and other communications from IM by e-mail and other communication tools until Purchaser opts out from receiving such communications.

11.4 If IM receives Personal Data about Purchaser's customers for the purpose of direct delivery of Products or Services or for any other or similar purpose, IM acknowledges that Purchaser is the data controller of and retains all rights, title and interest in such Personal Data. Purchaser represents and warrants that any Personal Data provided to IM has been collected with adequate customer consent or is otherwise legally permitted or required to disclose to IM.

11.5 IM's collection, use, storage, process, disclosure and deletion of Personal Data provided by Purchaser under this Agreement is governed by the privacy statement located at <https://corp.ingrammicro.com/privacy-statement.aspx> or such other place as may be updated by IM from time to time ("Privacy Statement").

## 12 LIMITATION OF LIABILITY

12.1 PURCHASER AGREES THAT THE LIABILITY OF IM FOR DIRECT DAMAGES RELATED TO ANY PRODUCT ARISING UNDER THESE TERMS AND CONDITIONS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WILL NOT EXCEED THE NET AMOUNT PAID TO IM BY PURCHASER FOR THAT PRODUCT WHICH IS THE SUBJECT OF THE CLAIM.

12.2 IN NO EVENT WILL IM BE LIABLE TO PURCHASER OR ANY OTHER PARTY FOR INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO LOSS OF GOOD WILL, LOSS OF ANTICIPATED PROFITS, OR OTHER ECONOMIC LOSS ARISING OUT OF OR IN CONNECTION WITH IM'S BREACH OF, OR FAILURE TO PERFORM IN ACCORDANCE WITH ANY OF THESE TERMS, OR THE FURNISHING, INSTALLATION, SERVICING, USE OR PERFORMANCE OF ANY PRODUCTS OR INFORMATION IM MAY PROVIDE, EVEN IF NOTIFICATION HAS BEEN GIVEN AS TO THE POSSIBILITY OF THOSE DAMAGES AND PURCHASER EXPRESSLY WAIVES ANY AND ALL CLAIMS FOR THOSE DAMAGES.

NOTWITHSTANDING THE ABOVE, NOTHING IN THESE TERMS SHALL EXCLUDE OR LIMIT THE LIABILITY FOR (i) GROSS FAULT, (ii) GROSS NEGLIGENCE OR (iii) DEATH/PERSONAL INJURY CAUSED BY THE FAULT OF THE PARTIES.

## 13 COMPLIANCE WITH EXPORT LAWS

13.1 Purchaser acknowledges and shall advise its customer that the Products may be controlled for export by the United States ("US") Department of Commerce or by the European Union ("EU") or by the United Kingdom ("UK") or by the Netherlands authorities and that the Products may require authorization prior to export from Turkey or re-export or transfer.

13.2 Purchaser agrees that it will not export, re-export, or otherwise distribute Products, or direct products thereof, in violation of any export control laws or regulations of the US, the EU, the Netherlands, and the UK or Turkey.

13.3 Purchaser warrants to inform IM via email or in the Purchase Order or in the Restricted Product Certificate what for the Products will be used by whom specifically by its own company or by a specific end-user.

Purchaser further warrants that the Products:

- (i) will not be used for military end use as defined in Article 4 sub 2 of EU Regulation 428/2009;
- (ii) will not be used for purposes of disruption, interception or monitoring of telecommunication networks or Internet Protocol network communications that could assist in or enable human rights abuses, or systems, equipment and components to perform 'cryptanalytic functions' in order to defeat, weaken or bypass "information security";
- (iii) will not be used in any nuclear explosive activity or any unsafeguarded nuclear fuel-cycle activity; will not be used in connection with the development, production, handling, operation, maintenance, storage, detection, identification or dissemination of chemical, biological or nuclear weapons or other nuclear explosive devices or the development, production, maintenance or storage of missiles capable of delivering such weapons, nor will they be resold if we know or suspect that they are intended or likely to be used for such a purpose; and
- (iv) will not be re-exported or otherwise re-sold or transferred to a destination subject to a UN, EU, OSCE, or US embargo where that act would be in breach of the terms of that embargo or sold to companies or individuals listed on the Denied Persons List published by the US Department of Commerce.
- (v) Purchaser certifies that it will not export or re-export any Products with knowledge that they will be used in the design, development, production, or use of chemical, biological, nuclear, or ballistic weapons, or in a facility engaged in such activities, unless Purchaser has obtained prior approval from the US Department of Commerce and relevant Turkish authorities.

13.4 Purchaser certifies that it will not engage in the resale, export, reexport or transfer of such items, directly or indirectly, without the required export license or other approval under the Turkey, EAR or OFAC regulations, to:

- (I) any party who is (1) a military end-user or (2) will use the product for a military end-use, if the product is described in Supplement No. 2 to Part 744 of the EAR, or
- (II) any party who is (1) a military end user or (2) will use the product for a military end-use located in China, Russia or Venezuela, if the product is a Microprocessor and associated Software and Technology as described in Section 744.17 of the EAR, or
- (III) any party who is (1) a military end-user or (2) will use the product for a military end-use located in China, Russia or Venezuela, if the product is described in Section 744.21 of the EAR, or
- (IV) any party who is a "more sensitive government end-user" if the product is described in Section 740.17(b)(2) of the EAR.



**14 LEGAL COMPLIANCE AND ANTI – CORRUPTION**

- 14.1 IM and Purchaser agree to abide by all laws and regulations applicable to the performance of their respective obligations under these terms and conditions. Purchaser agrees to comply with the U.S. Foreign Corrupt Practices Act, the UK Bribery Act 2010 and corresponding legislation applicable in the jurisdictions the Purchaser conducts its business. Purchaser has not made, and will not make, any direct or indirect payment, offer to pay, or authorization to pay, any money, gift, promise to give, or authorization of the giving, of anything of value to any government official, or the immediate family of any such official, for the purpose of influencing an act or decision of the government or such individual in order to assist, directly or indirectly, Purchaser in obtaining or retaining business, or securing an improper advantage.
- 14.2 IM's Code of Conduct governs the conduct by IM's associates and includes inter alia a prohibition on receipt and solicitation of gifts, gratuities, entertainment and other courtesies to and from customers unless certain conditions are met. Purchaser agrees to observe this policy when conducting business with IM. A copy of IM's Code of Conduct is available on [www.ingrammicro.com](http://www.ingrammicro.com) or upon request.
- 14.3 Certain Suppliers' Codes of Conduct (available at the respective Supplier website or upon request) may apply in respect of the purchase, sale and marketing of their Products or Services. It is the Purchaser's responsibility to be aware of and adhere to the respective Supplier's Code of Conduct, and by ordering Products and/or Services from IM the Purchaser agrees to be bound by such Codes of Conduct.
- 14.4 Purchaser agrees to indemnify and hold IM harmless from and against any and all liability, costs or damages arising from Purchaser's non-compliance with these Terms or applicable laws and regulations.

**15 RELATIONSHIP OF THE PARTIES**

- 15.1 Purchaser's relationship with IM will be that of an independent contractor. Purchaser will not have, and will not represent that it has, any power, right or authority to bind IM, or to assume or create any obligation or responsibility, express, implied or by appearances, on behalf of IM or in IM's name, except as herein expressly provided. Nothing stated in these terms and conditions will be construed as constituting Purchaser and IM as partners or as creating the relationships of employer/employee, franchisor/franchisee, or principal/agent between the parties. Purchaser will make no warranty, guarantee or representation, whether written or oral, on IM's behalf.

**16 RESTRICTIONS. SPECIAL DISCOUNT AND PASSTHROUGH.**

- 16.1 All Products delivered to Purchaser hereunder may have additional restrictions on their use, including those specified by the Supplier.
- 16.2 Purchaser is solely responsible for ensuring its adherence to any and all such restrictions and requirements and agrees to indemnify and hold IM harmless from and against liability, costs or damages arising from Purchaser's direct or indirect violation of same.
- 16.3 If IM passes to Purchaser a special discount provided by Vendor for an intended End User, Purchaser must ensure that the special discount is passed through for the benefit of the End User. This also means that the Purchaser's price to the End User may not exceed the Maximum Resell Price. "Maximum Resell Price" is the total estimated retail price for the Products as provided by the Vendor less the applicable special discount.

**17 CHOICE OF LAW/CHOICE OF FORUM**

- 17.1 These Terms shall be governed by and construed in accordance with the laws of the Republic of Turkey excluding its conflicts or choice of law rule or principles which might refer to the law of another jurisdiction. The United Nations Convention on Contracts for the

International Sale of Goods shall not apply to these Terms. Purchaser submits to the jurisdiction of the Istanbul Central (Caglayan) Courts and Execution Offices.

**18 FORCE MAJEURE**

- 18.1 IM will not be liable for any delay or for failure to perform any obligation under these terms and conditions resulting from any cause beyond IM's reasonable control, including but not limited to: Purchaser's or Purchaser's customers' failure to timely supply necessary data, information or specifications; any changes in data, information or specifications made by Purchaser or Purchaser's customer; third party equipment manufacturer design defects, flaws or errors; acts of God; Internet blackouts or brownouts; severe weather; fire; explosions; floods; strikes; work stoppages; slowdowns or other industrial disputes; accidents; riots or civil disturbances; acts of war, sabotage or terrorism; dangerous conditions which present a threat to the safety or health of IM's personnel; acts of government; inability to obtain any license or consent necessary in respect of any third party software; and delays by suppliers or material shortages. Scheduled performance dates shall be extended for these causes.

**19 GENERAL**

- 19.1 The current version of these Terms as published at IM's website at the time of sale are the applicable terms and conditions of sale between IM and Purchaser. These terms may be amended from time to time without notice at IM's sole discretion. By continuing to place orders for Products, Purchaser will be deemed to have accepted the revised Terms.
- 19.2 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.
- 19.3 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.
- 19.4 Purchaser agrees that failure or delay by IM to exercise a right or power under these Terms shall not operate as a waiver.
- 19.5 Purchaser may not assign or attempt to assign any of its rights and obligations under these Terms.
- 19.6 Notices to be given in relation to these Terms shall be in writing. All notices to put the counter party into default, to terminate the Terms or renege on the Terms, shall be made in writing and through a notary, registered mail or registered e-mail by using secure electronic signature. The notices shall be delivered to the addresses of the parties indicated above. The addresses indicated above may be changed by either party at any time by giving written notice to the other party.

**20 SERVICES**

- 20.1 If agreed in any particular case IM will provide configuration Services to Purchaser. Configuration Services will be at the price agreed at the time the order is accepted. The Purchaser shall be solely responsible for the accuracy of its order, the specification of the components and their configuration and for ensuring that the configured product specified is satisfactory for the purposes for which it is required including without limit that it has sufficient overall functionality, and will support, be compatible and interoperable with any hardware, software or middleware with which it is intended to operate.
- 20.2 IM may offer other Services to Purchaser including direct fulfilment and billing, installation and support services, storage and consolidation, other logistics services, training services, technical assessment and managed services, cloud services, consulting services, etc. Such Services will be provided under these Terms in addition to specific terms agreed upon in writing with Purchaser.

- 20.3 With respect to any Services provided by IM hereunder, including but not limited to professional, technical assessment and managed Services, consulting, training or cloud Services purchased from IM, the following will apply:
- (i) Use of Subcontractors. IM will use its own employees and/or subcontractors to provide Services. Designation and management of employees and subcontractors will be at IM's sole discretion and use of subcontractors will not require Purchaser's consent.
  - (ii) Use of Services. Purchaser agrees to indemnify and hold IM harmless from any liability, costs or damages arising out of claims by third parties who have received the right to access the Services.
  - (iii) Security. Solely to the extent Purchaser's or Purchaser's customer's data is lost directly due to the gross negligence or willful misconduct of IM or IM's subcontractors, IM will use commercially reasonable efforts, at its expense, to assist the affected Purchaser or Purchaser's customer to restore the affected data; provided, however, that IM's obligations pursuant to this section are subject to the affected Purchaser or Purchaser's customer maintaining practices and standards used in well-managed operations with regard to the backup of their respective data and the use of corporate enterprise quality anti-virus and virus protection tools with regard to Purchaser's and Purchaser's customers. This shall be IM's sole obligation, and Purchaser's exclusive remedy, with respect to such loss of data.
- 20.4 With respect to Managed Services, the following special terms will apply:
- (i) Authorization. IM appoints MSP as a nonexclusive MSP within the agreed territory, provided that at all times MSP: (a) qualifies (and continues to qualify) to provide services per the applicable Supplier Cloud/MSP Program; and (c) will only provide hosting services & Managed Services to End Users; and (d) will not re-distribute or re-sell the Supplier Products.
  - (ii) Budgetary Commitment. MSP will place to IM a 12-month budgetary consumption purchase order for the respective Supplier Products, which cannot be cancelled or terminated by MSP within the 12-month Cloud/MSP Program subscription period. MSP agrees to pay the fees and charges for such orders as indicated in the recurring invoices sent to it, without placing subsequent purchase orders to IM. IM will book monthly or annual orders with Supplier, as per the specific Cloud/MSP Program as soon as it receives usage reports from MSP or the Supplier. IM shall invoice the MSP for the Service on a monthly or annual basis, as the case may be as per the specific Cloud/MSP Program, with effect from the effective date of the Budgetary Commitment, based on the MSP's consumption of Services as set forth in the usage report or as per the type of Supplier Product defined in the applicable Supplier Exhibit and Cloud/MSP Program.
  - (iii) In case of an automatic renewal of the Cloud/MSP Program subscription, it is MSP's obligation to terminate its Cloud/MSP Program subscription in advance of its automatic renewal, including with the Supplier directly if the Cloud/MSP Program requires that, and pay any associated termination fees applied by the Supplier. In case MSP fails to terminate its subscription, MSP agrees to pay the fees for each renewed subscription period and the terms of section (ii) above remain applicable for the renewed subscription period.
  - (iv) MSP agrees that its payment obligations are NOT a "paid when paid" arrangement. Accordingly, MSP's customer's failure to pay for Managed Services will not relieve MSP of MSP's obligation to timely pay IM for the Managed Services ordered by or through MSP.
  - (v) Reporting. MSP shall provide to IM timely and accurate usage reports and any other reports required by IM in the form and at times as shall be informed by IM from time to time. MSP shall maintain complete, clear, and accurate records of the actual amount of Products used by MSP and any other records necessary to demonstrate material compliance with these Terms.
  - (vi) Rates. IM may revise its Services rates (including, but not limited to, the per license/unit rate) upon ninety (90) day's prior written notice to MSP and such new rates will be effective for the remaining term. MSP's failure to pay the invoice in a timely manner will entitle IM to cancel/suspend the provisions of the services without notice.
  - (vii) Records and Audit. During the term of acquiring Products for Managed Services and for a period of two (2) years thereafter MSP shall maintain complete, clear, and accurate records of the actual amount of Supplier Products used by MSP and any other records necessary to demonstrate material compliance with these Terms. Upon reasonable notice, MSP shall permit IM or persons designated by IM (which may include Supplier or third party auditors) to audit relevant records to ensure compliance by MSP with its obligations to IM under these Terms, including compliance with all applicable laws. Any such audit shall be conducted during regular business hours and in such a manner as not to interfere with the business activities of MSP. MSP shall promptly pay to IM any underpayments revealed by such audit, including any interest due for such late payment. MSP shall also promptly reimburse IM for the cost of such audit, if such audit reveals: (i) an underpayment by MSP of more than three percent (3%) of the amounts payable by MSP to IM for the period audited, or (ii) any material evidence that MSP has violated a law which violation would incur a civil penalty or fine in excess of USD 25,000 or any criminal sanctions. MSP agrees that during an ongoing audit it cannot terminate an active PO or these Terms for convenience. If such audit reveals an underpayment by MSP of more than three percent (3%) of the amounts payable by MSP to IM for the period audited, MSP agrees that it cannot terminate these Terms or an active Order for convenience in the next twenty-four (24) months.
- 20.5 Warranty. IM DOES NOT WARRANT THAT THE SERVICES, EXCEPT AS SET FORTH IN THE RESPECTIVE SERVICE DESCRIPTION, WILL MEET PURCHASER'S OR PURCHASER'S CUSTOMER'S REQUIREMENTS OR THAT USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. PURCHASER ASSUMES THE RESPONSIBILITY TO TAKE ADEQUATE PRECAUTIONS AGAINST DAMAGES TO ITS OPERATIONS OR ITS CUSTOMER'S OPERATIONS WHICH COULD BE CAUSED BY DEFECTS, INTERRUPTIONS, OR MALFUNCTIONS IN THE SERVICES.
- 20.6 Limitation of Liability. PURCHASER AGREES THAT THE LIABILITY OF IM FOR DIRECT DAMAGES RELATED TO ANY SERVICES ARISING UNDER THESE TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WILL NOT EXCEED THE NET AMOUNT PAID TO IM BY PURCHASER FOR THOSE SERVICES WHICH ARE THE SUBJECT OF THE CLAIM DURING THE SIX MONTH PERIOD IMMEDIATELY PRECEDING THE DATE UPON WHICH THE CLAIM AROSE. NOTWITHSTANDING THE ABOVE, NOTHING IN THESE TERMS SHALL EXCLUDE OR LIMIT THE LIABILITY FOR (i) GROSS FAULT, (ii) GROSS NEGLIGENCE OR (iii) DEATH/PERSONAL INJURY CAUSED BY THE FAULT OF THE PARTIES.
- 20.7 IN NO EVENT WILL IM BE LIABLE TO PURCHASER OR ANY OTHER PARTY FOR INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT



## SALES TERMS AND CONDITIONS

LIMITED TO LOSS OF GOOD WILL, LOSS OF ANTICIPATED PROFITS, OR OTHER ECONOMIC LOSS ARISING OUT OF OR IN CONNECTION WITH IM'S BREACH OF, OR FAILURE TO PERFORM IN ACCORDANCE WITH ANY OF THESE TERMS, OR THE FURNISHING, INSTALLATION, SERVICING, USE OR PERFORMANCE OF ANY SERVICE OR INFORMATION IM MAY PROVIDE, EVEN IF NOTIFICATION HAS BEEN GIVEN AS TO THE POSSIBILITY OF THOSE DAMAGES AND PURCHASER EXPRESSLY WAIVES ANY AND ALL CLAIMS FOR THOSE DAMAGES.



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

Last Updated: 1 Jan 2024