

GENERAL TERMS AND CONDITIONS OF SALE

(last updated/effective from 13 November 2020)

All sales of goods and services offered and supplied by Seller to Buyer shall be pursuant to these terms and conditions. Buyer's acceptance of these terms and conditions shall be indicated by any of the following, whichever first occurs: a) Buyer's written acknowledgement hereof; b) Buyer's submission of an Order to Seller regardless of whether such Order is completed or partially fulfilled, cancelled, modified or rejected; c) Buyer's receipt of any portion of the Goods specified for delivery in any Order; d) Buyer's submission of a credit application or account opening form to Seller; e) Buyer accessing Seller's e-commerce website/marketplace; or f) any other act or expression of acceptance of Buyer.

1. Definitions and Interpretation

1.1. In these Terms:

"Buyer" means the party so described in a purchase order or the party that has made an order for Goods and/or Services from the Seller.

"Contract" means these Terms and each relevant order for the sale of Goods and/or supply of Services by the Seller to the Buyer.

"Delivery Address" means the address stated on a purchase order.

"Goods" means the goods (including any installment of the goods or any part of them) as sold by the Seller to the Buyer and as described in a purchase order.

"Parties" means the Seller and the Buyer.

"Purchase order" or "Order" means a purchase order or quotation issued by the Seller or the Buyer (as the case may be) in connection with the sale of Goods and/or supply of Services by the Seller to the Buyer and to which these Terms are incorporated into such purchase order or quotation by reference.

"Purchase Price" means the price of the Goods and/or the charge for the Services as set out in a purchase order.

"Seller" means Tech Data Distribution (Singapore) Pte Ltd.

"Services" means the services (if any) described in a purchase order.

"Territory" means Singapore.

“Terms” means this general terms and conditions of sale including any special terms and conditions (if any) agreed in writing between the Seller and the Buyer.

1.2. The headings in these Terms are for convenience only and shall not affect their interpretation.

2. Basis of Purchase

2.1. In the event where a purchase order is issued by the Buyer to the Seller, the Seller shall notify the Buyer in writing of the Seller’s acceptance or rejection of the purchase order within 7 days from the date of the purchase order, failing which the said purchase order shall be deemed to be invalid.

2.2. In the event where a purchase order is issued by Seller to the Buyer, the Buyer shall notify the Seller in writing of the Buyer’s acceptance or rejection of the purchase order within 7 days from the date of the purchase order, failing which the said purchase order shall be deemed to be invalid.

2.3. The purchase order once accepted by either the Seller or the Buyer (as the case may be) constitutes a Contract between the Parties whereby the Seller agrees to sell and the Buyer agrees to purchase the Goods and/or receive the Services subject to these Terms. The Parties acknowledge that these Terms shall apply to both Goods and Services to the extent appropriate.

2.4. These Terms shall apply to the Contract to the exclusion of any other terms and conditions not stated herein including but not limited to under any provisions included under any order, sales offer, confirmations of order, the Buyer’s purchase order, email or any other document (the **“Buyer’s Provisions”**) unless the Seller expressly agrees to them in writing. No conduct by the Seller shall be deemed to constitute acceptance of any terms and conditions, whether oral or otherwise, put forward by the Buyer. For the avoidance of doubt, the Buyer acknowledges and agrees that the Seller shall not be bound by any of the Buyer’s Provisions.

2.5. All purchase orders shall be in writing and shall require an acceptance by both parties and such purchase order and corresponding acceptance shall represent a binding contract between the Seller and the Buyer in accordance with the terms and conditions appearing herein.

3. Specifications

3.1. The quantity, quality and description of the Goods and the Services shall, subject as provided in these Terms, be as specified in a purchase order and/or in any applicable specification agreed in writing between the Parties.

3.2. The Buyer acknowledges and agrees that any description given of or applied to the Goods by the Seller:

- (a) is only for the purpose of identifying the Goods;
- (b) shall not make the Contract a sale by description; and
- (c) is not relied on by the Buyer when entering into the Contract.

4. Buyer's obligations (also applicable for Goods and/or Services that are online software applications and/or Software-as-a-Service)

4.1. The Buyer shall ensure that:

(a) it markets, promotes and re-sells the Goods and/or Services in accordance with these Terms and/or any applicable specification agreed in writing between the Parties;

(b) it uses its best efforts to market, promote and re-sell the Goods and/or Services to the end-user customers in the Territory, including the making of all necessary arrangements (including but not limited to procuring the relevant licenses from the Seller and collecting such license fees from the end-user customer) for the end-user customer to enter into an End User License Agreement (or similar) directly with the Seller and/or manufacturer;

(c) it uses its best efforts to provide the customer services with respect to the Goods and/or Services to the end-user customer in the Territory;

(d) it complies with all relevant laws and regulations concerning the marketing, promoting and re-selling the Goods and/or Services in the Territory; and

(e) it conducts itself in a manner consistent with the reputation and credibility of the Seller, and shall not engage in any activities which may bring the Seller or the Goods and/or Services into disrepute.

5. Price of the Goods and Services

5.1. The Purchase Price of the Goods and/or the Services, as the case may be, shall be as stated in the purchase order and unless otherwise stated, shall be:

(a) exclusive of any taxes whatsoever that may be imposed by the relevant authorities from time to time including but not limited to any Goods and Services Tax ("**GST**") or similar taxes applicable to or imposed upon such supply of Goods

and Services, all of which shall be payable by and the responsibility of the Buyer. For the avoidance of doubt, the Seller shall be entitled to levy taxes such as GST on the Buyer in addition to the Purchase Price and the Buyer shall make payment of the same to the Seller within the payment timeline stipulated in the purchase order;

(b) exclusive of all charges for packaging, shipping, carriage, insurance and delivery of the Goods to the Delivery Address including any duties, impositions or levies, all of which shall be payable by and be the responsibility of the Buyer; and

(c) exclusive of all bank and/or remittance charges incurred in relation to payment of the Purchase Price by the Buyer to the Seller, all of which shall be borne by the Buyer.

All of the taxes and charges including but not limited to tax liabilities, mentioned in clauses 5.1(a), 5.1(b) and 5.1(c) above, shall be referred to collectively as “**Charges**”.

5.2. Other than the Purchase Price as set out in the purchase order, all other prices of Goods and Services published by the Seller are intended to be for general information only and are subject to change without prior notice.

6. Terms of Payment

6.1. Seller will specify Buyer’s payment terms and credit line (if any) in writing when Buyer establishes an account with the Seller. Such payment terms and/or credit line shall be subject to change from time to time. Seller has the absolute right to modify, increase or decrease or terminate Buyer’s credit privileges and terms at any time without further notice to the Buyer.

6.2. For the avoidance of doubt, unless otherwise agreed in writing in the relevant Contract, the Buyer shall pay the Purchase Price to the Seller according to the payment terms as Buyer established with the Seller.

6.3. All payments by the Buyer to the Seller shall be free from set-off, deduction or withholding (whether such set-off, deduction or withholding are on account of Charges or otherwise). If the Buyer shall at any time be compelled by any applicable law to withhold or deduct any Charges from any amount payable to the Seller under the Contract, the amount payable to the Seller shall be increased to such extent that the net amount received by the Seller after such set-off, deduction or withholding shall equal the amount that would have been received by the Seller under the Contract if no such set-off, deduction or withholding had been required. The Buyer shall promptly furnish to the Seller written evidence

from the appropriate government authority certifying that the payment of all applicable Charges has been made.

6.4. If the Buyer fails to pay the Purchase Price as agreed, then without prejudice to any other right or remedy available to the Seller, the Buyer shall pay interest on the total overdue amount at the rate of 1.5% per month. Such interest shall accrue on a daily basis from the due date according to the payment terms as agreed as stated in Clause 6.1 or in the relevant Contract (as the case may be) until full settlement. The Buyer shall be liable to pay the Seller any fees and expenses incurred by the Seller during the process of recovering any overdue amount from the Buyer.

6.5. If any sum due and payable by the Buyer to the Seller under these Terms is not paid as and when such sum becomes due, the Seller reserves the right to suspend further performance of any of its obligations under the Contract including but not limited to (i) suspension of further deliveries and/or cease any Services or (ii) terminate the Contract in accordance with clause 12 in respect of any balance of Goods then due for delivery and/or installation of Goods then due for completion. In such an event, the Seller shall not be liable for any failure to perform or delay resulting therefrom.

7. Delivery, Acceptance and Rejection

7.1. The Goods may be delivered in one or more installments at different times or dates. Any time or date for delivery of any one or all installments of the Goods by the Seller is no more than an estimate, and shall not be of the essence. Late delivery or non-delivery of any one or more of the Goods shall not entitle the Buyer to treat the Contract as repudiated and shall not affect the Buyer's obligation to pay the Seller for the delivered Goods. Under no circumstances whatsoever shall the Seller be responsible or liable to the Buyer for any losses or damages, whether directly or indirectly, arising out of any delay in delivery or non-delivery of the Goods however caused.

7.2. Unless otherwise agreed, if the Buyer refuses or fails to take delivery of the Goods (otherwise than by reason of the Seller's default) after 7 days of the date of the relevant invoice, the Buyer shall be deemed to have repudiated the Contract and without prejudice to any other right or remedy available to the Seller, the Seller may:

(a) accept the repudiation by the Buyer and terminate the Contract with immediate effect and retain the Purchase Price paid by Buyer;

(b) recover damages from the Buyer for any and all losses suffered as a result of the Buyer's breach or repudiation;

(c) sell the Goods at the best price readily obtainable and charge the Buyer for any shortfall below the Purchase Price; or

(d) arrange for the storage of the Goods at the Buyer's risk and cost and the Buyer shall reimburse the Seller for all expenses incurred in connection with that storage until actual delivery, including insurance.

7.3. The Buyer shall be deemed to have accepted the delivery of the Goods unless within 7 days from the delivery date, the Buyer gives the Seller notice in writing of any defect in the quality or condition of the Goods or the Goods are materially not in accordance with any description or specifications.

8. Delivery (applicable for Goods and/or Services that are online software applications and/or Software-as-a-Service)

8.1. This clause 8 shall apply where the Goods and/or Services in question are online software applications and/or Software-as-a-Service.

8.2. The Seller will deliver the applicable software license key, login instructions or credentials or any other information necessary for the end users to use or access the applicable Goods and/or Services directly to the delivery contact specified in the purchase order. If the Seller delivers the license keys, login instructions or credentials or the like to the Buyer, the Buyer agrees to deliver them directly to the Buyer's customers or end users specified in the purchase order between the Buyer's customers/end users and the Buyer and not to use or access the Goods and/or Services in any way. The Buyer will either delete all license keys, login instructions or credentials or the like promptly thereafter or maintain them in strict confidence.

9. Risk and Property

9.1. Risk of damage to or loss of the Goods shall pass to the Buyer immediately upon delivery of the Goods to the Buyer.

9.2. Title to the Goods shall remain with the Seller until the Seller receives full payment of Purchase Price and any accompanying Charges that may be levied by the Seller for the Goods. Buyer is obliged to keep the unpaid Goods separate from others and identifiable, duly marked and traceable before title is passed.

9.3. If before title to the Goods passes to the Buyer, the Buyer becomes subject to any of the events in clause 12.1, then without limiting any other right or remedy the Seller may have, the Seller may at any time request the Buyer to return such Goods immediately and, if the Buyer fails to do so immediately, the Seller may enter into any premises of the Buyer or of any third party where the relevant

Goods are stored or located in order to recover them. The Seller shall further have the right to recover from the Buyer the balance of the Purchase Price of the Goods and other sums payable under the Contract after giving credit to the net proceeds of sale of any Goods so repossessed and taking into account any damages caused to the repossessed Goods and any depreciation in value of such Goods.

9.4. The Buyer shall not acquire any right or title to trademarks, design, copyright, patents or any other intellectual property rights in the Goods. These rights shall remain with the relevant owners of the intellectual property concerned. Goods which are software products are sold by the Seller to the Buyer subject to the terms and conditions of their respective manufacturer's license agreement.

10. Warranty and indemnification

10.1. Where applicable and subject to the terms and conditions of the manufacturers of the relevant Goods, the Buyer shall be entitled to the warranty provided by the manufacturers to such Goods. Such warranty shall not apply to Goods which serial numbers have been altered or removed, nor to Goods which are damaged due to abuse, neglect, operation under abnormal environmental conditions or repair other than as those authorized by the Seller.

10.2. Unless otherwise expressly provided in the Contract, the Buyer acknowledges and agrees that:

(a) the Seller has not given and does not given any warranty or condition as to the quality of or fitness for any purpose of the Goods; and

(b) all conditions or warranties, express or implied (whether by statute or otherwise) are expressly excluded.

10.3. The Buyer shall indemnify and hold the Seller harmless against all damages, penalties, costs and expenses to which the Seller may become liable as a result of (a) any failure or breach by the Buyer of its obligations under the Contract; and (b) negligence, default or misuse of the Goods by or on behalf of the Buyer. This indemnity shall survive the expiration or termination of the Contract.

10.4. If the Buyer fails to pay any sum payable under the Contract, the Seller shall be entitled to (a) a lien on the Goods which have been paid by the Buyer but not yet delivered; (b) a right to sell such Goods on such terms as the Seller deems fit; (c) retain from the proceeds of sale sufficient to pay all monies due from the Buyer to the Seller (including any costs incurred in putting the Goods into a saleable state and the expenses of the sale), for the unpaid Purchase Price of any

Goods sold or delivered to the Buyer under the same or any other contract entered into the Buyer and the Seller.

10.5. Where the Buyer has incurred a liability to the Seller under the Contract or otherwise to any of the Seller's affiliates, the Seller may deduct or set off the amount of such liability against any sum that would otherwise be due to the Buyer under the Contract or any other contract entered into between the Seller and the Buyer.

11. Limitation of Liability

11.1. Notwithstanding anything herein stating to the contrary, under no circumstances shall the Seller be liable (a) for any loss of profit, business, contracts, revenues, or anticipated savings or (b) for any special, indirect or consequential damages of any nature whatsoever.

11.2. Under no circumstances shall the Seller be liable for any losses or damages arising due to the Buyer's improper use of the Goods including without limitation due to a modification of or alteration to the Goods not authorized by the Seller.

11.3. Without prejudice to clauses 11.1 and 11.2 and to the extent permitted by law, in no event shall the Seller's total liability to the Buyer arising under or in connection with the Contract, whether arising in contract or in tort (including negligence), exceed S\$1,500 or the Purchase Price, whichever is lower.

12. Termination

The Seller shall be entitled to terminate the Contract with immediate effect by giving written notice to the Buyer if:

(a) the Buyer fails to pay any sum payable to the Seller under the Contract and remains in default after 14 days of a notice in writing by the Seller to the Buyer to make such payment;

(b) the Buyer suspend, or threatens to suspend, payment of its debts, or is deemed to be insolvent or unable to pay its debts as they fall due for payment or admits inability to pay its debts;

(c) the Buyer enters into any composition or arrangement with its creditors;

(d) an order is made or resolution is passed, or any analogous proceedings are taken for the winding-up, administration or dissolution (other than for the purposes of a solvent amalgamation or reconstruction) of the Buyer;

(e) any liquidator, trustee in bankruptcy, receiver, administrative receiver, administrator or similar officer is appointed over or in respect of Buyer or any part of its business or assets;

(f) any distress or execution is levied upon any of the Buyer's property;

(g) any Force Majeure Event prevents the Seller from performing its obligations under the Contract for any continuous period of 90 days;

(h) the Buyer notifies the Seller of either Party's violation of any applicable Sanctions and/or export controls laws and regulations with respect to any relevant Goods;

(i) the Buyer is in breach of clause 17; or

(j) the Buyer is in breach of any terms of the Contract and fails to remedy the breach within 14 days after being notified in writing by the Seller of such breach.

12.2. Upon termination of the Contract, the Seller reserves the right to (a) suspend further deliveries; (b) cease the provision of any Services and/or Goods; (c) preclude the Buyer's access to any Services and/or Goods; and/or (d) retain the Purchase Price paid by the Buyer for the Goods.

12.3. Upon termination of the Contract in accordance with these Terms, all obligations of the Seller under the Contract shall immediately cease and the Seller shall no longer be bound by such obligations.

12.4. Termination of the Contract shall not prejudice any of the Parties' rights and remedies which accrued as at termination.

13. Personal Data Protection

13.1. The Buyer hereby consent to the Seller's collection, use and disclosure of the Buyer's or the Buyer's representatives' personal data (as defined in the Singapore Personal Data Protection Act 2012 ("PDPA")) for the performance of the Contract.

13.2. The Parties agree to comply with all applicable data protection laws including but not limited to the PDPA in relation to any personal data it receives, accesses or stores in relation to the Contract.

14. Special Pricing

Any Contract entered into between the Parties based on a special pricing quote shall be sold only for the purpose of such special projects or deals based on which the special price had been quoted and is subject to the relevant supplier's special terms and conditions. Upon the Seller's request, the Buyer shall immediately provide its related customers' or end users' supporting documents, including but not limited to purchase order from its customer, acknowledged delivery note by its customer or end user relating to the said Goods. The Seller reserves the right to recover from the Buyer any discounted sum and the Buyer shall indemnify the Seller against any loss and damages suffered by the Seller or claims from any third party as a result of the Buyer's breach of any such provisions and the relevant supplier's special terms and conditions.

15. Prohibition on Resale of Goods outside the Territory

15.1. Unless expressly exempted by the Seller in writing, the Buyer undertakes not to directly or indirectly export the Goods from a country where the Contract is made and to be performed (the "**Territory**"), resell the Goods in any other country and/or resell the Goods to a customer where the effect of such sale would result in the Goods being located or sold to a location outside the Territory.

15.2. Unless expressly exempted by the Seller in writing, the Buyer shall procure that persons under its control shall not directly or indirectly export the Goods from the Territory, resell the Goods in any other country and/or resell the Goods to a customer where the effect of such sale would result in the Goods being located or sold to a location outside the Territory.

15.3. Unless expressly exempted by the Seller in writing, the Buyer shall use all reasonable endeavors to procure that any person the Buyer resells the Goods to shall not directly or indirectly export the Goods from the Territory, resell the Goods in any other country and/or resell the Goods to a customer where the effect of such sale would result in the Goods being located or sold to a location outside the Territory.

15.4. If the Buyer is an end user who had purchased the Goods for its own use, the Buyer undertakes to use the Goods within the Territory and/or any other territory agreed in writing by the Seller.

16. Controlled Goods

16.1. The Buyer confirms and undertakes not to have any business and other connections to terrorist, terrorist associations or other criminal or unconstitutional organizations.

16.2. The Buyer shall be responsible to cause its agents/employees/end customers to comply with laws relating to trade-sanctions, economic/financial sanctions (including without limitation any relevant law, regulation, order, ordinance, decree, restrictive measure or other requirement having the force of law), foreign trade controls, export controls, no-proliferation, anti-terrorism and similar laws adopted by Singapore, the European Union, any EU member state, the United States of America or the United Nations (or its respective member states).

16.3. The Buyer acknowledges and agrees that the Goods may be subject to export control laws and regulations of the United States, including, but not limited to, the Export Administration Regulations, and sanctions regimes of the U.S. Department of Treasury and Office of Foreign Asset Controls. Buyer shall not, without prior U.S. government authorization, export, re-export, or transfer any Goods, either directly or indirectly, to any country subject to a US trade embargo 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 "Specially Designated Nationals and Blocked Persons" maintained by the U.S. Department of Treasury.

16.4. The Buyer shall not export, re-export, or transfer Goods to an end-user engaged in activities related to weapons of mass destruction or violation/abuse of human rights including through censorship, surveillance, detention, or excessive use of force. Such activities include, but are not limited to, activities related to design, development, production, or use of a) nuclear materials, nuclear facilities, or nuclear weapons; b) missiles or support of missiles projects; c) chemical or biological weapons; d) life support systems, human implantation, or any other application where Goods' failure could lead to loss of life and product damage.

16.5. This clause 16.5 only applies if the Buyer is incorporated, residing or conducting business in Hong Kong or China. The Buyer shall not sell, supply, export, re-export or transfer Goods to any military end-user or for use in any military end-use in the People's Republic of China, Russia and Venezuela. A "military end-user" means and includes the national armed services, the national guard and national police, government intelligence or reconnaissance organizations, or any person or entity that develops, produces, maintains or uses military items. A "military end-use" means and includes the incorporation of any

product into a military item or defense article, or any items that support or contribute to the operation, installation, maintenance, repair, overhaul, refurbishing, development or production of a military item or defense article.

16.6. In the event that the Buyer is aware of any facts or information raising the suspicion of non-compliance in relation to this Clause 16, the Buyer shall promptly inform Seller without delay via TS-ASIA-DPC-ADMIN@techdata.com.

16.7. The Buyer shall fully indemnify and hold harmless the Seller against any loss and damage suffered by the Seller or claims from a third party against the Seller including all costs and expenses as a result of the Buyer's breach of this Clause 16.

17. Competition/ Anti-Trust

17.1. The Buyer shall not engage in any activities (including without limitation any agreements, decisions, and/or practices) which have as their object or effect the prevention, restriction or distortion of competition within Singapore and/or any other relevant jurisdictions.

17.2. The Buyer shall comply with any and all applicable anti-trust and/or competition laws and/or regulations.

18. General

18.1. A Party shall not be liable to the other party for any failure to carry out or delay in carrying out any of its obligations under the Contract due to Force Majeure provided that the Party affected by the Force Majeure gives the other Party notice of the occurrence of the Force Majeure. "**Force Majeure**" means any event or circumstance which is beyond the reasonable control of the affected party and which is unforeseen or if foreseen is unavoidable and which renders impossible the performance of any material obligation or the exercise of any material right under these Terms by either of the Parties including but not limited to the following events: act of God, natural disasters, epidemic or quarantine restrictions, acts of war, civil commotions, sabotage, theft, acts or omissions of any government authority, strikes, or other industrial actions or trade disputes of whatever nature.

18.2. The Buyer shall not assign or transfer any rights or benefits pursuant to the Contract without the Seller's prior written consent.

18.3. No variation to a purchase order or these Terms including any special terms and conditions agreed between the Parties shall be binding unless mutually agreed in writing between the authorized representative of the Seller and the Buyer.

18.4. The Contract constitutes the entire agreement of the Parties and supersedes any previous contracts, arrangements, understandings and negotiations between them relating to the subject matter of the Contract. No additional terms communicated by the Buyer at any time shall apply unless the Seller expressly agrees in writing; in particular, nothing contained in any Buyer's Provisions submitted by the Buyer shall in any way modify or add any terms or conditions appearing herein. These Terms may be modified by Seller from time to time without notice to Buyer.

18.5. The Buyer agrees that all information and documentation provided to the Seller pursuant to the Contract may be used by the Seller or the Seller's authorized agents for the purpose of implementation and enforcement of the Contract; made available to appropriate persons in the Seller's parent and affiliated companies (local and overseas); supplied to any agent, contractor or third party who provides administrative or other services to the Seller or the Seller's affiliated companies (local or overseas) and who has a duty of confidentiality to the Seller; and disclosed to any government departments or other regulatory authorities in Singapore or elsewhere.

18.6. The Buyer warrants that it shall comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption, including but not limited to the United States Foreign Corrupt Practices Act of 1977, the United Kingdom Bribery Act 2010, and the Singapore Prevention of Corruption Act ("**Anti-Bribery Laws**"); and not take any action or engage in any activity or practice, directly or indirectly, which would constitute an offence under any Anti-Bribery Laws or expose the Seller to the risk of violating any Anti-Bribery Laws.

18.7. A notice, approval, consents or other communication in connection with the Contract ("**Notice**") shall be in writing and be signed by an authorized person of the Party giving it. A Notice shall take effect from the time it is received unless a later time is expressly specified in such Notice.

18.8. If any provision of the terms and conditions appearing herein is found by any court or administrative body of competent jurisdiction to be invalid, illegal or unenforceable in whole or in part, the other provisions shall remain in force.

18.9. No forbearance, delay or indulgence by the Seller in exercising any right or remedy provide under the terms and conditions appearing herein shall prejudice or restrict the rights of the Seller, nor shall it (a) constitute a waiver of such right or remedy or (b) prevent any future exercise or enforcement of such right or remedy and each such right, power or remedy shall be cumulative.

18.10. Any person who is not a party to these Terms (whether or not such person shall be named, referred to, or otherwise identified, or shall form part of a class of persons so named, referred to, or identified, in these Terms) shall have no right whatsoever to enforce these Terms.

18.11. The Contract is governed and shall be construed in accordance with the laws of Singapore. The Parties agree to submit any dispute arising out of or in connection with the Contract to the exclusive jurisdiction of the courts of Singapore.