

PURCHASE ORDER TERMS AND CONDITIONS

1. DEFINITIONS

In these purchase order terms and conditions, all references to "the Contract" are to the contract between Buyer and Supplier of which these conditions form part, all references to "Buyer" are Tech Data Distribution (Singapore) Pte Ltd., its subsidiaries or associates, and all references to "Supplier" are to the person, firm, company or corporation to whom the order for goods or services is given by Buyer and/or who supplies such goods or renders such services to Buyer and all references to "goods" and "services" are to the goods and/or services which are the subject of the Contract.

2. GENERAL

Unless otherwise expressly agreed in writing all quotations and all offers to supply goods or services to Buyer are only accepted and all orders are only given by Buyer subject to these purchase order terms and conditions which apply to all purchases by Buyer of goods or services and override and exclude any other conflicting terms or conditions stipulated or incorporated or referred to, by supplier whether in a quotation, an acceptance of order, a delivery note, in any negotiations or otherwise. All orders hereafter given by Buyer shall be deemed to be given subject to these purchase order terms and conditions and the signing by Buyer of Supplier's acknowledgement of order or other documentation shall not imply any modification or waiver of these purchase order terms and conditions. Buyer shall only be bound by orders given on its official Purchase Order form.

3. CONFIRMATION OF ORDER

Supplier is required to confirm the Contract and advise expected shipping details within seven days of the order. Failure to confirm the order shall be grounds for Buyer to cancel the Contract.

4. DELIVERY AND ACCEPTANCE OF GOODS

(a) Unless otherwise expressly agreed in writing, all goods shall be delivered at Supplier's cost and expense to the destination specified in Buyer's order or if no such destination is specified to such places as requested by Buyer from time to time.

(b) Goods which are received from carriers and are unexamined by Buyer, shall not be accepted or deemed accepted by Buyer (notwithstanding any prior payment therefor) until Buyer shall have examined the goods and found them to satisfy all the relevant requirements therefor under the Contract.

(c) Goods shall remain in the sole risk of Supplier until they have been delivered as aforesaid.

(d) Goods shall become the property of Buyer upon the earlier of (i) payment by Buyer therefor or (ii) delivery thereof as aforesaid.

(e) Goods shall be delivered to Buyer or in accordance with its instructions on, or if so agreed by Buyer before the date confirmed by The specified date or period for delivery shall only be extended by mutual agreement in writing and in any event time of delivery of the goods shall be of the essence.

(f) Shipping marks specified in the contract shall be prominently displayed on the outside of all packaging.

(g) If goods are not delivered in accordance with, or do not conform to the requirements of the Contract, then without prejudice to any other available remedies Buyer shall be entitled to reject the goods (in which event property and risk therein shall remain with or revert to Supplier as the case may be); impose liquidated damages at the rate of one percent (1%) of the purchase price per week or part thereof up to a maximum of ten percent (10%) of the purchase price; and/or cancel the Contract or the delivery of any undelivered balance of the goods including further instalment of goods where delivery by instalments has been expressly agreed.

5. QUALITY OF GOODS

Goods shall conform to the specification and description referred to in the Contract and to the sample (if any) approved by Buyer and shall in any event be of merchantable quality, free from defect in material or workmanship, and fit in all respects for such purposes as may be made known by Buyer to Supplier (in which case Buyer relies and shall be entitled to rely on Supplier's skill and judgement).

6. PACKAGING

(a) Goods shall be properly packed so as to reach their destination in good condition under normal conditions of transportation and shall be marked as specified by Buyer.

(b) Unless otherwise agreed in writing all packaging shall be free and non-returnable.

7. PERFORMANCE OF SERVICES

(a) Supplier shall commence and complete the performance of services for Buyer within the times specified in Buyer's order or if no such times are so specified within a reasonable time after receipt of the order by Supplier and time for the performance of services shall be of the essence.

(b) Supplier shall perform services so as to satisfy in all respects the requirements of Buyer's order and shall in any event carry out services in a proper workmanlike and safe manner using reasonable care and skill and suitable equipment methods and materials which shall be of merchantable quality and fit for the purposes for which they are used.

(c) Services shall be performed and any product thereof shall remain at the sole risk of Supplier until such services have been completed in accordance with the terms of the Contract and approved and accepted by Buyer provided that unless otherwise specified in Buyer's order risk shall be deemed to have passed to Buyer if Buyer has not notified Supplier of such approval and acceptance (or of rejection) within one month after the completion of the services.

(d) Where the services to be performed by Supplier include the construction, erection or installation of anything on Buyer's premises or other works or services involving the transfer of property in anything to Buyer property therein shall pass to Buyer upon the earliest of (i) such thing becoming part of Buyer's premises (ii) payment by Buyer therefor or (iii) approval and acceptance thereof by Buyer as aforesaid.

(e) Supplier shall observe and shall ensure that its employees and other persons under its control including any subcontractors observe and comply with all Buyer's safety and other regulations whilst on Buyer's premises.

(f) If services are not performed in accordance with the requirements of the Contract then without prejudice to any other available remedies Buyer shall be entitled to reject any product of such services in which event property and risk therein shall remain with or revert to Supplier (as the case may be) and to cancel the Contract.

(g) Supplier shall only be entitled to invoice Buyer the price payable for services, when the services are signed off as completed by Buyer, provided that no payment shall be considered as evidence of the quality of any services to which such payment relates. Payments made by Buyer hereinunder shall not prejudice Buyer's right to reject deficient services or Supplier's responsibility to rectify deficient services.

8. INDEMNITY AND INSURANCE

(a) Supplier shall be responsible for and shall indemnify Buyer against all claims, demands, actions, losses, liabilities, damages, costs and expenses of whatsoever nature in respect of injury to or death of any person whatsoever or in respect of loss of or injury or damage to any property whatsoever or in respect of other loss injury or damage howsoever caused and wheresoever arising which may at any time occur as a result, whether directly or indirectly, of goods or services not being supplied in accordance with the Contract and these conditions or of any act or omission whatsoever of Supplier, its servants, agents, subcontractors or persons under its control.

(b) Supplier shall at all times effect and maintain suitable and sufficient insurance cover against all those risks specified in paragraph 8(a) above and shall provide evidence of such insurance cover to Buyer upon request.

9. PRICE AND PAYMENT

(a) Unless otherwise expressly agreed in writing the price specified in Buyer's order for the supply of the goods or services shall be a fixed price inclusive of all applicable duties levies and taxes in force at the time of the making of the Contract (any subsequent change in such duties levies or taxes beyond Supplier's control shall result in a corresponding adjustment to the price) and (in the case of the supply of goods) inclusive of the costs of and incidental to delivery in accordance with paragraph 4(a) above.

(b) Buyer shall be entitled to deduct any monies due from Supplier to Buyer from any monies due from Buyer to Supplier whether under the Contract or otherwise.

(c) Buyer shall be entitled to withhold any payment for defective goods on arrival, delay in delivery and any amount in dispute.

10. PATENTS AND OTHER RIGHTS

(a) Supplier shall not supply goods or services to Buyer the use, sale or other enjoyment of which shall infringe any patent, trademark, design or other industrial property rights provided that Supplier shall not be responsible for any such infringement arising solely as a result of

Supplier utilising Buyer's designs, processes or equipment in connection with the supply of goods or services.

(b) All Buyer's designs, processes, equipment and knowhow made available by Buyer to Supplier in connection with the performance of the Contract shall at all times remain the property of Buyer, shall only be used by Supplier for the purposes of the Contract and shall be kept confidential by Supplier to the extent not then publicly available.

11. LIENS

All liens or rights of lien of Supplier and/or its subcontractors in respect of any goods or services supplied shall be released and waived or deemed released and waived as soon as property in such goods or the product of such services has passed to Buyer.

12. FORCE MAJEURE

If Buyer's business or any relevant part thereof is suspended, interrupted or restricted as a result of any strike, lockout, industrial dispute, war, riot, civil disorder, fire, explosion, flood, epidemics, accident, plant breakdown, intervention of government or other authority or any other cause beyond Buyer's reasonable control Buyer shall be entitled to postpone, reduce or cancel the delivery of goods and the performance of service during any such period of suspension, interruption or restriction provided always that either Buyer or Supplier shall be entitled by giving notice in writing to the other to terminate the Contract in the event that such period of suspension, interruption or restriction continues for six (6) weeks or more provided such termination shall be without prejudice to any accrued rights of either party.

BANKRUPTCY AND LIQUIDATION

If Supplier shall become insolvent or bankrupt or commit any act of bankruptcy or shall go or be put into liquidation, receivership or judicial management or shall enter or propose to enter into any arrangement or composition with creditors or if a receiver or judicial manager shall be appointed of Supplier's assets or undertaking or any part thereof or if any distress or execution shall be levied thereover, Buyer may (without prejudice to any other rights which it may have) terminate the Contract and/or refuse to accept further deliveries of goods or performance of services.

14. ANTI-BRIBERY AND CORRUPTION

(a) The Supplier represents, warrants and agrees that the Supplier and all of its Personnel:

- are in compliance and will remain in compliance with all applicable anti- bribery Laws including but not limited to the Prevention of Corruption Act (Cap. 241) and the Penal Code (Cap. 224) of the Republic of Singapore, UK Bribery Act 2010 and U.S. Foreign Corrupt Practices Act (collectively, “**Anti- Bribery Laws**”); and
- prior to entering into this Contract has not, and shall not during the term of this Contract, give or offer to give or authorize to give to any person, or request or accept or authorize the request or acceptance of, directly or indirectly, any gratification, including any gift

or consideration of any kind, facilitation payments, or anything of value (including without limitation to cash, cash equivalents like gifts, services, employment offers, loans, travel and entertainment, charitable donations, sponsorships, business opportunities, favourable contracts or giving anything even if nominal in value) as an inducement or reward for doing or not doing, or for having done or not done any action, or for receiving an improper or unfair advantage in relation to this Contract.

(b) The Supplier shall immediately give written notice to the Customer upon a breach, or suspected breach, of any of its obligations under Clause 14(a).

For the purposes of this Clause, “**Personnel**” means the Supplier’s employees, vendors, subcontractors, contractors, advisers, representatives, agents and any other third parties with whom the Supplier transacts.

ASSIGNMENT AND SUBCONTRACTING

(a) Rights and obligations under the Contract may not be assigned, subcontracted or otherwise transferred by Supplier without the prior consent in writing of Buyer.

(b) In the event that Buyer consents to any such assignment, subcontracting or transfer as aforesaid Supplier shall remain responsible to Buyer for the due and proper performance of the contract by Supplier's assignee, subcontractor or transferee.

16. PROPER LAW

The Contract and these conditions of purchase shall be governed by and interpreted in accordance with the laws of Singapore and Supplier hereby submits to the non-exclusive jurisdiction of the Singapore Courts.