

**Ingram Micro Levant s.a.l**  
**Standard Terms and Conditions of Sale**

**1. Definitions**

- Customer** means the party with whom INGRAM MICRO may enter into an agreement for the supply of Products and Services.
- INGRAM MICRO** means INGRAM MICRO LEVANT S.A.L, a joined stock Company, as may be determined from the invoice issued to the Customer in respect of the Products and Services in question.
- Products & Services** means goods (including but not limited to Computer hardware and software) and services to be provided by INGRAM MICRO to its Customers under these Terms and Conditions.
- Force Majeure** means any event or circumstance beyond the reasonable control of INGRAM MICRO, by reason of which INGRAM MICRO is prevented or delayed from delivering Products & Services, including act of God, and other unpredictable events such as war, events similar to war, instructions by government, non-permission of export, import or transit permissions, national measures to limit trade traffic, strike, lockout and any other interruptions, traffic jams, no matter whether these events occur at or affect INGRAM MICRO, its suppliers, contractors, its subcontractors, or any other third party on which INGRAM MICRO relies from time to time.

**2. Validity of Terms**

- 2.1** These Terms apply to all orders, quotations and sale of Products & Services by INGRAM MICRO to any Customer or potential Customer and (in the absence of express provisions to the contrary), to all future transactions involving INGRAM MICRO and an existing Customer, to the exclusion of all other terms and conditions asserted or proposed by any Customer, whether expressly or by implication, and whether or not the same are expressly rejected by INGRAM MICRO.
- 2.2** Acceptance of Products & Services by Customer shall constitute acceptance of these Terms and Conditions.
- 2.3** The Customer acknowledges that it has read these Terms and understands their content and agrees to be bound by them.
- 2.4** No amendment or modification of these Terms and Conditions shall be effective unless confirmed in writing by the General Manager of INGRAM MICRO or, in relation to Clause 11.1 below, the Financial Controller of INGRAM MICRO.

**3. Offer and order acceptance**

- 3.1** All offers and quotations by INGRAM MICRO and proposed business arrangements are for information only and shall not be binding on INGRAM MICRO in any way whatsoever. Acceptance of orders is subject to INGRAM MICRO's written order confirmation duly issued by an authorized signatory of INGRAM MICRO, or in the case of immediate delivery, INGRAM MICRO's invoice as duly issued.
- 3.2** Modification or waiver by INGRAM MICRO of any contractual provision in respect of one order or transaction shall be

exclusively limited to the applicable order to transaction and shall not in any way constitute modification or waiver in respect of any future orders or transaction.

- 3.3** Unless expressly marked as binding in writing by INGRAM MICRO, all drawings, designs, illustrations, features, specifications and particulars of dimensions and weights and other such information submitted by INGRAM MICRO are approximate only.
- 3.4** INGRAM MICRO shall have full discretion in accepting or rejecting any order without the obligation to justifying its decision.

**4. Prices**

- 4.1** Unless otherwise specified, INGRAM MICRO's quoted prices offered from time to time shall serve, for a period of seven (7) calendar days thereafter, as an indicative basis for evaluation and negotiation. However, subject to the other provisions of this Clause 4, the definitive and binding price shall be that stated in INGRAM MICRO's order confirmation.
- 4.2** Notwithstanding any price stated in INGRAM MICRO's order confirmation, price increases due to monetary fluctuations will apply and be chargeable to the Customer for Products & Services not delivered at the time of such fluctuation. Such increases will be at the discretion of INGRAM MICRO, but will not constitute value greater than 50% of the total order value. The Customer undertakes to be bound by the prices as may be increased in accordance with this Clause 4.2.
- 4.3** All prices for Products & Services are for shipping EXW (Incoterms 2010) Beirut. All tax, packaging, environmental lump sum/fees, transport, freight, copyright levies, insurance and legal charges are for the Customer's account and the Customer agrees to indemnify INGRAM MICRO in respect thereof.

**5. Delivery and Performance Period**

- 5.1** INGRAM MICRO will use all reasonable endeavours to deliver the goods on or before the agreed delivery date, however, INGRAM MICRO does not undertake, guarantee or warrant that delivery will be made on the agreed delivery date.
- 5.2** Delays in delivery and in performance due to Force Majeure shall entitle INGRAM MICRO either to postpone the delivery or service for the period during which such Force Majeure shall persist plus an appropriate additional period necessary to resume the delivery or service, or (if performance by INGRAM MICRO has not commenced) to rescind the contract with the Customer, or (if such performance has commenced) to terminate such contract as at the occurrence of the event or circumstance of Force Majeure, without (in any such event) further obligation or liability to the Customer.
- 5.3** If any delivery time is postponed by more than 3 months, whether as a result of Force Majeure or not, the Customer shall be entitled after being granted, in writing, an appropriate period of grace (of at least 14 days) to withdraw from the contract completely or partly if it has been partly performed.
- 5.4** All liability to the Customer for delay is excluded, unless the delay is based on gross negligence or willful misconduct of INGRAM MICRO.

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5.5 INGRAM MICRO is entitled to deliver the Products & Services in one or more consignments. With delivery contracts each partial delivery and partial performance shall constitute independent performance. The period of delivery shall also be prolonged by such period as the Customer may be in default in meeting its contractual obligations.

5.6 At any time, INGRAM MICRO reserves the right, at its option, to refuse delivery until the Customer has made payment for the Products & Services.

5.7 INGRAM MICRO provides the Products & Services to the Customer subject to, and the Customer warrants that it will comply with, any geographical restriction on their resale by the Customer specified in their invoices.

**6. Default in Acceptance**

6.1 If the Customer refuses or fails to take delivery of the Products & Services ordered or is in delay in payment, INGRAM MICRO shall be entitled to store the delivery items at the sole Customer's risk and expense until such time as the Customer resumes acceptance of delivery or (as the case may be) resumes timely payment. Until resumption by the Customer, the Customer shall pay INGRAM MICRO compensation for storage expenses at the rate of 2% per week of the purchase price with a maximum of USD 1,000 per week.

6.2 If the Customer continues to refuse the acceptance of delivery items after the granted grace period or if it declares non-acceptance of Products & Services, INGRAM MICRO shall be entitled (without obligation or liability to the Customer) to refuse to fulfil the order and claim compensation from the Customer for breach of contract. The Customer agrees that no refusal to take delivery of the Products and Services shall relieve the Customer of the obligation to pay INGRAM MICRO the full value thereof on demand and (without prejudice to the foregoing) the Customer further agrees that the loss, damage and disruption caused to INGRAM MICRO by the Customer's breach of contract will amount to no less than 40% of the agreed purchase price, and agrees that INGRAM MICRO shall be entitled at its option and without contestation, to receive such sum from the Customer by way of compensation.

**7. Quantity of Delivery**

7.1 Visible differences in quantity or damage to the Products must be disclosed in writing to INGRAM MICRO and the carrier within 48 hours from receipt of the Products in question. Hidden differences in quantity must be similarly disclosed within 4 days from receipt of the Products.

7.2 Acceptance of the Products by the carrier or transport agent of the Customer will constitute conclusive evidence that the correct quantity has been supplied and that the Products in question have been wrapped and shipped in accordance with all contractual requirements.

7.3 Should INGRAM MICRO inadvertently deliver Products that have not been ordered by the Customer, the Customer undertakes to notify INGRAM MICRO in writing within 14 days of the erroneous delivery and to keep the Products ready for pick-up by a carrier or forwarding agent to be instructed by INGRAM MICRO. Should the Customer fail to notify INGRAM MICRO of an erroneous delivery in writing or do so after the 14-day period, the Customer shall be considered for all purposes to have

accepted the delivery and shall accordingly be obliged to make prompt payment for such Products in accordance with INGRAM MICRO's listed prices applicable at the time of delivery.

**8. Transfer of Risk**

Risk of loss and damage shall pass to Customer as soon as the shipment has been transferred to the carrier or forwarding agent instructed by the Customer or when the shipment leaves INGRAM MICRO's warehouse, whichever shall occur first.

**9. Warranty & RMA**

9.1 To the extent permitted by law, Products are covered by the Supplier's Warranties. And 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. 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.

9.2 IM does not warrant that repair facilities or parts will be available in respect of any of the Products.

9.3 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.

9.4 In the event that a Product (exclusive hardware) should prove to be defective, the maximum entitlement of the Customer in such event (and subject to the provisions of Clause 9.1 above) will be that such Product will be repaired or replaced.

9.5 In the event that a Product (being software) should prove to be defective, the Customer accepts that such Product has been supplied and accepted on an "as-is" basis. Accordingly, it is agreed that INGRAM MICRO's maximum liability in respect thereof (and subject to the provisions of Clause 9.1 above) is to use all reasonable endeavours to obtain and supply a corrected version from the manufacturer concerned provided that the Customer notifies INGRAM MICRO of such defect within 90 days of the date of delivery thereof to the Customer.

9.6 Under no circumstances shall the Customer be entitled to deduct or set off the value of Products rejected by the Customer as faulty, in the absence of a credit note issued by the INGRAM MICRO.

9.7 Except as expressly set out in these Terms and Conditions, INGRAM MICRO disclaims and excludes all other warranties, whether express or implied by statute or otherwise, including but not limited to warranties of description, design, merchantability and fitness for a particular purpose, or arising from any previous course of dealing, customer or trade practice. INGRAM MICRO further disclaims and excludes all liability to the Customer for special, indirect, or consequential damage including but not limited to loss of profits or arising from loss of data in connection with the use of the Products or provision of the Services, and the Customer hereby agrees to indemnify, hold harmless and defend INGRAM MICRO in respect thereof.

**10. Retention of Title**

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**10.1** INGRAM MICRO shall retain title of Products and Services until it has received payment in full of all sums due in connection with the supply or provision thereof to the Customer.

**10.2** If any Products are attached to, mixed or incorporated with other Products not owned by INGRAM MICRO and are not identifiable or separable from the resulting composite or mixed Products then title to the resulting composite or mixed Products shall vest in INGRAM MICRO (on the basis of co-ownership with other owners in the proportion which the stated value of the Products bears to the stated value of the whole) and shall be retained by INGRAM MICRO as long as and on the same terms on which it would have retained title to the Products in question.

**10.3** The Customer shall store Products owned by INGRAM MICRO in such a way that they are clearly identifiable as INGRAM MICRO property and shall maintain records identifying them as INGRAM MICRO property.

**10.4** In the event of failure or delay by the Customer in making payment, or if the Customer is the subject of bankruptcy or equivalent proceedings, or makes composition with its creditors, INGRAM MICRO shall be entitled (but not obliged) to withhold delivery of any undelivered Products and stop Products in transit and recover possession of Products already delivered and unpaid for. Alternatively, INGRAM MICRO shall be entitled (but not obliged) to reaffirm the contract for supply of the Products & Services and to require the Customer to pay for Products in transit.

**11. Payment**

**11.1** All invoices shall be payable in the manner described in the Payment Terms Confirmation provided by INGRAM MICRO to the Customer except as may be notified to the contrary by INGRAM MICRO 's Financial Controller. If so required by the Customer, INGRAM MICRO may undertake to (but shall not be obliged to) provide carriage and insurance at rates and charges to be agreed and to be charged separately. Unless and until such agreement is recorded in writing, the arranging of carriage and insurance shall remain the responsibility of the Customer.

**11.2** Notwithstanding any provision to the contrary, including any provision in documentation emanating from the Customer, INGRAM MICRO shall be entitled to book payments against earliest invoices, then against interest accrued, and finally against the current transaction for supply of Products & Services.

**11.3** If the Customer is in default of its obligations to make timely payments, interest shall accrue on the amount(s) outstanding at the rate of 3% above the LIBOR rate prevailing during the period of delay.

At its own discretion, INGRAM MICRO shall have the right to determine, adjust or refuse a credit line at any time. If a Customer exceeds his credit line at any time, INGRAM MICRO shall have no obligation to continue to deliver any Products & Services until such time as the Customer rectifies its credit standing or elects to proceed on a cash payment basis for the transaction in question.

**12. Limitations on Liability**

Except as may be expressly provided elsewhere in these Terms and Conditions, neither INGRAM MICRO nor any of its servants, agents, officers, employees, suppliers or contractors shall be liable to the

Customer for any loss or damage sustained as a result of breach of contract.

INGRAM MICRO's maximum liability relating to the services Products & Services (regardless of the form of action, whether by contract, negligence or otherwise) shall be limited to the fees paid to INGRAM MICRO for the portion of its Services or the Products rendered pursuant to this Agreement which gives rise to liability.

In no event shall INGRAM MICRO be liable for the consequential, special, incidental or primitive loss, damage or expense caused to the Customer or any of its principals, sister companies, affiliates and subsidiaries or to any other third party (including without limitations, lost profits, opportunity costs, etc...), even if they might have been advised of their possible occurrence.

**13. Trademarks**

All trademarks on or relating to the Products & Services are and remain intellectual property of the respective manufacturer and/or supplier. For the use of these trademarks prior written approval of the respective manufacturer and/or supplier is required. All use and delivery of software is subject to the license agreement accompanying the Products & Services.

**14. Copyrights**

All intellectual property rights other than trademark rights (including for the avoidance of doubt but not limited to any title or ownership rights, copyrights, patent rights and trade secret rights) in or relating to the Products & Services supplied to INGRAM MICRO by third party owners or suppliers for onward sale or supply by INGRAM MICRO to the Customer shall at all times and for all purposes vest and remain vested in such third party owners or suppliers.

The Products & Services in question are supplied to the Customer by INGRAM MICRO subject to the foregoing rights and subject to the applicable licence in respect thereof. Except as may be provided in such licence, the Products & Services are supplied to the Customer for the purpose of onetime re-selling and to the end customer for exclusive use (excluding for the avoidance of doubt any rights to make copies or to grant user rights to any third party), and no title to or ownership of the Products & Services is conferred by virtue of these Terms and Conditions.

The Customer hereby acknowledges that it is the Customer's sole responsibility to comply with any terms of such licence and that failure to do so could result in the Customer being refused further supplies of such Products & Services. Accordingly, the Customer hereby further agrees to indemnify INGRAM MICRO in respect of any costs, charges of expenses incurred by INGRAM MICRO in any claim or legal action involving such third party, owner or supplier as a result of any breach of any of such terms and conditions by the Customer.

**15. Data Protection**

The Customer authorizes INGRAM MICRO to process data concerning the Customer received in relation to their mutual relationship, to the same extent as if governed by Lebanese Law.

**16. Confidentiality**

During the course of the business relationship or at any time after the termination thereof, Customer shall not disclose or use any business or company secrets or other confidential information relating to INGRAM MICRO, its parent or affiliated companies. Customer agrees

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that such information will only be communicated to those members of its staff whose knowledge of such information is essential and will bind these members of its staff to confidentiality.

**17. Export**

All products, spares, technical data, software and documentation may be subject to export and import laws, rules and regulations including but not limited to those of Lebanon, the United States of America and the country of import. In the event Customer exports the Product outside Lebanon, the Customer shall ensure it has done so in compliance with clause 5.7, shall comply with all applicable export and import rules and regulations, shall obtain all applicable licenses, and shall indemnify INGRAM MICRO from and against all loss and damage sustained as a result of the Customer's failure or delay in doing any of these things. In line with Export / Trade Compliance checks that may need to be undertaken by INGRAM MICRO when implementing Manufacture Export Compliance Policies, INGRAM MICRO reserves the right to cancel / terminate any contracts with customers failing these checks.

**18. Governing Law**

These Terms and Condition shall be governed by and construed in accordance with the laws of Lebanon.

**19. Severability**

If any article of this Standard Terms and Conditions agreement is declared invalid or unenforceable, the validity of other provisions shall be unaffected and INGRAM MICRO and the Customer shall agree to enter into negotiations with the aim of substituting or amending the invalid or unenforceable provision with a new provision that approximates the economic purpose of the intended provision.

**20. Marketing Activities**

The Customer expressly consents to receiving advertisement from INGRAM MICRO by telefax or e-mail without requirement for prior request.