

Enterprise Computing Solutions – Baltic

Sales and delivery terms and conditions, including proprietary rights

The following sales and delivery terms and conditions apply unless agreed otherwise in writing between Arrow ECS Baltic Oü, Sõpruse pst 145, 11317 Tallinn, Estonia, and the Purchaser. Since Arrow ECS Baltic has a Nordic distribution network, the Purchaser may be sent products from a country other than Baltic accompanied by a packing slip issued by an Arrow ECS Baltic supplier. Should a packing slip contain sales and delivery terms and conditions that deviate from the current conditions, the current Baltic terms and conditions are still applicable in the relationship between Arrow ECS Baltic and the Purchaser.

1.0 PRICES

1.1 The specified prices include packaging and customs duties but not VAT or any other fees.

1.2 Unless otherwise agreed, the Purchaser bears the cost of shipping from the supply location and all relevant fees and charges.

1.3 Arrow ECS Baltic is entitled to change a price on the supply date as a consequence of the expiration of a campaign or in line with changes to exchange rates, purchase prices, customs duties, shipping and insurance rates or other conditions that are beyond the control and influence of Arrow ECS Baltic.

1.4 Price changes will appear on the Arrow ECS Baltic website or on information sent to customers. The price at the time of ordering will be used as a basis, regardless of the fact that the price may have fallen between the time of ordering and delivery.

1.5 Should Arrow ECS Baltic incur costs on behalf of the Purchaser, Arrow ECS Baltic may require compensation for said costs.

1.6 Special bid terms
On all orders which includes special bid prices, it is always the resellers responsibility to make sure that the end user price in the special bid from the vendor is compliant with the end user price on the invoice from the reseller to the end user.

2.0 PAYMENT

2.1. Unless agreed otherwise in writing, payment terms are 14 days net from the

date of invoice.

2.2 Should payment not be made on time, interest will run at 2% per month from the invoice due date. Arrow ECS Baltic will issue an interest statement once a month. In addition, Arrow ECS Baltic may charge reminder fees, debt recovery fees and other fees in connection with collection of the purchase amount, in pursuance of the law concerning debt recovery operations.

2.3 Even if the Purchaser has lodged a complaint concerning a defect or flaw, he or she is still obliged to pay promptly.

3.0 THE PURCHASER'S FINANCIAL SITUATION

3.1 If the Purchaser's financial situation, in the opinion of Arrow ECS Baltic, does not entitle them to the established payment terms, or if the Purchaser has failed to observe payment terms for previous deliveries, Arrow ECS Baltic is entitled to cancel unexecuted orders, unless the Purchaser, immediately after being informed thereof, pays for all previously supplied goods and pays in advance for as yet unexecuted orders.

4.0 PAYMENT ETHIC

4.1 An invoice that has fallen due must be paid according to the open item principle, i.e. prompt payment of the entire invoiced amount including a clear reference to the invoice.

4.2 Should a dispute arise concerning an invoice (concerning the price, quantity etc.), it is the duty of the Purchaser to inform the Arrow ECS Baltic order processor and

the debtor's accountant of this in writing within 8 days of the invoice date. Relevant, detailed documentation and names of any Arrow ECS Baltic personnel who have been involved must be enclosed. The Purchaser is not entitled to withhold payment of an invoice, either in full or in part. Should a situation such as this arise, Arrow ECS Baltic is fully entitled to 2% interest per month in the period from the due date until payment is made, regardless of the type of dispute, in accordance with item 2.

5.0 PROPRIETARY RIGHTS

5.1 Arrow ECS Baltic retains the proprietary rights to the goods that have been sold until payment has been made.

5.2 Arrow ECS Baltic may request that the Purchaser insures the goods that have been sold with a recognised insurance firm, including cover and conditions approved by Arrow ECS Baltic.

6.0 OFFER, ACCEPTANCE AND ORDER CONFIRMATION

6.1 Unless otherwise specified, an offer is only binding for Arrow ECS Baltic when it is accepted via return of post or email, within 5 days of the date stamped on the Arrow ECS Baltic offer.

6.2 Arrow ECS Baltic reserves the right not to sell a product.

6.3 Should the order confirmation deviate from the Purchaser's order with regard to additions, reductions or conditions, and the Purchaser does not wish to accept these changes, this shall be communicated in writing and within two days to Arrow ECS

Baltic. Unless this is done, the order confirmation issued by Arrow ECS Baltic applies.

7.0 CONDITIONS CONCERNING GOODS THAT ARE OUT OF STOCK

7.1 Orders are accepted and offers issued by Arrow ECS Baltic for goods that are not in stock based on the possibility of obtaining the relevant products. Each offer is subject to changed decisions concerning import and export of goods. Provided that these conditions are realised, Arrow ECS Baltic is entitled to recall the offer, without this entitling the entity receiving the offer to make any kind of demand.

7.2 Correspondingly, statements made in the offer apply to orders accepted by Arrow ECS Baltic.

8.0 DELIVERY TIME AND DELAY

8.1 Each statement of delivery time is a rough estimate and is therefore approximate.

8.2 Furthermore, Arrow ECS Baltic is entitled to postpone the approximate delivery time, provided that the postponement thereof is necessitated by conditions beyond the control of Arrow ECS Baltic, cf. item 8 concerning force majeure.

8.3 Subject to item 5.1, when the stated or specified delivery period is substantially exceeded, the Purchaser is entitled to cancel the purchase; however, delay in a delivery does not entitle the Purchaser to compensation for direct or indirect loss, regardless of the cause thereof, including negligence. This applies only to goods categorised as A & B goods. For goods categorised as C & D products (cf. items 11.2 B and 11.2 C), software licences (L + LF) (cf. item 11.2 D), cancellation must be approved in advance by Arrow ECS Baltic and must be documented in writing.

9.0 TRANSFER OF RISK

9.1 The goods are delivered from the Arrow ECS Nordic warehouse.

9.2 When goods are transported via a Arrow ECS Baltic carrier, the risk responsibility for the goods is transferred on delivery to the first carrier. Thereafter, you assume the risk. Each item will be covered by insurance, arranged and paid for by Arrow ECS Baltic for you, cover-

ing the period until it is delivered to you or your Customer. For any loss or damage, you must:

- Report the loss or damage in writing to Arrow ECS Baltic as soon as possible, but no later than 30 calendar days from delivery.

9.3 As standard, Arrow ECS Baltic provides transport at the expense of the Purchaser to the delivery address provided by the Purchaser.

9.4 Transport is paid on delivery. Arrow ECS Baltic will always strive to minimise the Purchaser's shipping costs.

9.5 Shipping prices are calculated with reference to the standard prices according to DHL, UPS. Insurance is invoiced at 0.2% of the invoiced amount.

9.6 On payment of an extra charge, special transport may be arranged where necessary, e.g. for removal personnel, cranes and unpacking.

10.0 FORCE MAJEURE

10.1 Arrow ECS Baltic is entitled to cancel Purchaser orders or postpone their realisation and is otherwise free from responsibility for any omitted, defective or delayed delivery that is wholly or partly due to circumstances beyond the control of Arrow ECS Baltic, such as an uprising, unrest, war, fire, public orders, strike, lockout, slow-down, a shortage of means of transport, scarcity of goods, disease, delay or omission in deliveries from suppliers, an accident in production or testing or a power outage. All Purchaser rights are suspended or removed on these occasions. In the case of cancellation or postponed realisation, the Purchaser may not apply for damages or make any other claim against Arrow ECS Baltic.

11.0 DEFECTS

11.1 Within 1 month of the product being dispatched, Arrow ECS Baltic undertakes to replace or repair parts that have manufacturing defects provided that:

1. The Purchaser complains in good time.
2. Defective goods are returned to Arrow ECS Baltic.
3. Following an investigation, Arrow ECS Baltic establishes that the defects

identified are due to faults in materials or implementation, do not result from poor treatment or storage, neglect, installation, repairs or changes undertaken by the Purchaser, and are not due to an accident.

4. Arrow ECS Baltic is not responsible for defects and flaws covered by a warranty issued by the manufacturer. If the manufacturer has established such an independent warranty, it is the situation according to this warranty that applies, regardless of the drawbacks this may involve in the eyes of the customer. Arrow ECS Baltic will help the Purchaser and provide directions concerning the warranty and arrangement of repairs for an individual manufacturer.

11.2 With the exception of situations covered by item 9.1, Arrow ECS Baltic is not responsible for flaws in the delivered goods, regardless of the cause, including negligence. It should be specifically noted that item 8.1 does not cover software, and Arrow ECS Baltic cannot be held responsible for defects in the software that is delivered.

11.3 If Arrow ECS Baltic does not undertake redelivery or repair, and on the condition that Arrow ECS Baltic is bound by Estonian law to provide compensation, this compensation is limited to an amount equivalent to the cost of repairing the flaws in the delivered goods and not exceeding the agreed purchase sum.

11.4 On no occasion that directly or indirectly relates to the delivered goods, their use or Arrow ECS Baltic's output in general is Arrow ECS Baltic responsible for indirect losses and consequential damages, such as operational down time, wasted costs, property or other consequential damages, including lost or corrupted data. Arrow ECS Baltic is thus never responsible for operational down time, profit-related losses or other indirect losses.

11.5 Arrow ECS Baltic is not responsible for defects in goods delivered that are due to errors or neglect on the part of Arrow ECS Baltic suppliers or are in any other way caused by the supplier. Where Arrow ECS Baltic may be entitled to take action against a supplier, Arrow ECS Baltic hereby transfers this claim to the Purchaser, in

such a way that the Purchaser is obliged to make their claim directly to the supplier.

11.6 Otherwise, for products that are sold with user instructions, see specific obligations concerning exchange/repair.

11.7 The aforementioned limitation to the compensation amount applies regardless of the motivation for or formulation of the compensation claim, and thus also covers claims that are based on negligence or oversight.

11.8 Under no circumstances is Arrow ECS Baltic responsible for damages that are due to the Purchaser failing to fulfil their obligations.

11.9 Arrow ECS Baltic does not guarantee that the products delivered will operate without faults or operational down time, or that all software errors (if any) will be corrected.

11.10 On return of DOA (dead on arrival) or defective equipment, the warranty covers repairs or a replacement product based on an assessment carried out by Arrow ECS Baltic. If an equivalent product cannot be obtained, Arrow ECS Baltic shall replace the product with an equivalent capacity or credit the customer for the market price of a new or equivalent product.

12.0 COMPLAINTS, WARRANTY ETC.

12.1 Products are supplied with the warranties that the manufacturer supplies to Arrow ECS Baltic. The Purchaser may not refer to any other product guarantee for Arrow ECS Baltic.

12.2 The Purchaser is obliged to examine the product as soon as it is received. Visible defects and flaws and damage sustained during transport shall be reported to Arrow ECS Baltic in writing before 4 pm on the day the product is received. Arrow ECS Baltic cannot subsequently be held responsible for damage sustained during transport. In the case of damage to packaging, the words "on receipt" should be noted on the packing slip on delivery of the product.

Claims must be presented in writing within seven days of receipt of goods. In the case of concealed defects, the complaints period is extended to fourteen days.

12.3 Should the Purchaser fail to inform Arrow ECS Baltic that they wish to plead a defect within fourteen days of the transfer of the object, they may not subsequently do so, unless Arrow ECS Baltic has undertaken to be responsible for the object for a longer period of time or has acted fraudulently.

13.0 RETURNS

13.1 Goods are only accepted for return after this has been agreed in writing. Returns must be sent in the unbroken and undamaged original packaging, with the original invoice number and date or a copy thereof, and the authorisation number for returning the product (RMA no.). RMA nos. are only valid for fourteen days.

13.2 Arrow ECS Baltic categorises all products relating to their returns policy as follows:

A & B. Standard product (a product in daily use). May be returned and 100% refund obtained.

Category A and B products can be returned for credit within 8 days after invoicing if:

- Unbroken packaging.
- Original packaging.
- Packaging intact.
- Number of products returned does not exceed normal stock profile.

Arrow ECS Baltic will make an assessment concerning this after receiving the product.

C and D products are not within normal stock and cannot be returned to Arrow ECS Baltic.

L + LF. CA and Symantec licence products may be returned within 30 days of the date on which Arrow ECS Baltic purchases them from the supplier. A detailed review and the repurchase should be available. Arrow ECS Baltic reserves the right to change the above categories at any time. In this situation, the new category will apply when the Purchaser wishes to return a product. The price is based on the lowest price at the time of invoicing or the current price. Regarding VMware licenses there is a "No Return Policy" which means that Arrow ECS Baltic as a rule does not accept a return of licenses as long as the partner has received what they ordered.

Regarding Microsoft licenses there is a 21 Day Return Policy on all Volume Licenses.

The timeframe setting is the date on which Arrow ECS Baltic purchases the licenses from the supplier.

13.3 Returns are at the expense and risk of the Purchaser and a handling fee and transport costs are charged.

14.0 ADDRESSEE'S LIABILITY

14.1 When an offer or delivery from Arrow ECS Baltic is addressed to an actual individual, Arrow ECS Baltic is entitled to consider the relevant individual as the debtor, regardless of whether this individual operates in the form of a company.

15.0 CATALOGUES, DESCRIPTIONS ETC.

15.1 Regardless of whether it originates with Arrow ECS Baltic or with one of its business connections, all information concerning weight, dimensions, capacity and technical data in a catalogue, description, brochure, advertisement etc., is considered to be supplied by Arrow ECS Baltic.

Specific Purchaser requirements are only binding when they are specifically confirmed in writing by Arrow ECS Baltic.

16.0 CANCELLATION OF AN ORDER BY THE PURCHASER

16.1 For products in category A & B (cf. item 13.2), the Purchaser has the option of cancelling an order or postponing the delivery time.

17.0 CONFIGURATION

17.1 On request, A/S can provide configuration benefits subject to appropriate prices and the manufacturer's guidelines. Configuration benefits implemented according to the Purchaser's instructions or specifications, and that are not in accordance with the manufacturer's guidelines, are implemented at the responsibility of the Purchaser. Arrow ECS Baltic does not provide any separate warranty for configured products.

18.0 PRODUCT LIABILITY

18.1 Arrow ECS Baltic is liable for product damage pursuant to the general rules of Estonian case law. However, notwithstanding any errors or non-conformities in the products delivered or delays, Arrow ECS Baltic shall accept no liability for any indirect losses, including operating losses, loss of profits, etc.

Arrow ECS Baltic is only responsible for personal injury occasioned by the purchased item if the injury is documented as being blamed on negligence on the part of Arrow ECS Baltic.

The Purchaser is obliged to notify Arrow ECS Baltic in writing without undue delay in case a Purchaser learns that a damage has occurred caused by the purchased item, and a third party claims that such a damage has occurred or in case of danger that such a damage will occur.

19.0 LICENCE RIGHTS

19.1 The sale by Arrow ECS Baltic of parts, components and/or materials does not entitle the Purchaser or the Purchaser's customers to a licence for any patent or exclusive rights to any combination, machinery or process in which the sold parts, components or materials are or may be used.

19.2 Software licenses are sold according to the Software Vendor's Terms & Conditions. Arrow ECS Baltic disclaims any compensation or claims regarding software licenses.

20.0 PATENT AND INTELLECTUAL PROPERTY RIGHTS

20.1 Should action be taken against the Purchaser because of the fact that products that have been supplied by Arrow ECS Baltic currently constitute a direct infringement of a Baltic patent or intellectual property rights, Arrow ECS Baltic undertakes to indemnify the Purchaser against compensation claims relating to a judgement or settlement, and against the cost of any legal proceedings, provided that the following criteria are fulfilled:

1. The Purchaser must immediately notify Arrow ECS Baltic of the proceedings in writing.
2. Arrow ECS Baltic has sole management of the case and all negotiations concerning the case judgement or settlement.
3. The Purchaser agrees that Arrow ECS Baltic, at its own expense, can choose either to obtain the right for the Purchaser to continue using the supplied products, or to exchange/replace said products, in such a way that they no longer constitute an infringement.

20.2 Unless the criteria in item 20.1 are fulfilled, the Purchaser cannot make Arrow ECS Baltic liable for the above proceedings.

20.3 If it is not possible to fulfil any of the criteria listed in item 20.1, on grounds that Arrow ECS Baltic deems reasonable, and if the Purchaser agrees to return the products after Arrow ECS Baltic has requested this in writing, Arrow ECS Baltic will grant the Purchaser approval for the returned products equal to their depreciated value. A similar amount of depreciation is applied for each year of the product's lifetime, and is fixed at all times by Arrow ECS Baltic.

20.4 Arrow ECS Baltic cannot be liable if products are designed to the Purchaser's specifications, or if the infringement cannot be directly attributed to the supplied products, but rather to the Purchaser's specific use thereof, including supplementation of and changes to the supplied products, or the product's combination or use in conjunction with other products. Furthermore, Arrow ECS Baltic does not undertake responsibility for action taken after the Purchaser has become aware of the possible infringement. Any further liability on the part of Arrow ECS Baltic is ruled out and, in particular, Arrow ECS Baltic may not be made responsible for consequential damages.

21.0 OBSOLESCENCE OF CLAIMS

21.1 Claims brought against Arrow ECS Baltic, regardless of their motivation, cannot be valid more than two years after delivery.

22.0 PARTIAL INVALIDITY

22.1 If one or more of the specifications in the current agreement are known to be invalid, illegal or impracticable, this shall not affect or devalue the validity, legality or feasibility of any other specifications.

23.0 DEVIATION

23.1 Deviation from the above sales and delivery terms and conditions is only permitted following an explicit agreement between the parties in writing.

24.0 DISPUTES

24.1 Any dispute between Arrow ECS Baltic and the Purchaser shall be decided in accordance with Estonian law at the Tallinn court of law.

25.0 ELECTRONIC CONNECTION AND EXCHANGE OF DATA

25.1 Arrow ECS Baltic offers the Purchaser several types of electronic trading solutions, provided that the parties have agreed to enter into a mutual, loyal partnership. If the trading relationship does not reflect the value of the available electronic trading solutions, Arrow ECS Baltic reserves the right to limit the user's access thereto, in full or in part.

25.2 ResellerWeb (Webshop)

Offers the Purchaser access via the internet to product information, stock details, news, campaign information and supplier links, as well as the opportunity to submit orders and obtain delivery information.

25.3 Daily file exchange

A product file that is emailed to the Purchaser, containing details such as product text, supplier product no., FLT product no., a net price specific to Purchaser and the current opening stock balance.

26.0 SUPPORT

26.1 Presales

Arrow ECS Baltic offers the Purchaser presales support in connection with the selection of equipment, dimensioning and/or configuration of large servers/network solutions. A task description is sent to the sales division. A proposed solution is offered, either in writing or over the telephone. Should the proposed solution, either in its entirety or a substantial part thereof, result in a realised sale between the Purchaser and an end user, the Purchaser is obliged to submit orders for this via Arrow ECS Baltic.

Should paid services be involved, Arrow ECS Baltic will make the Purchaser aware of this prior to proceeding.

26.2 Aftersales

Arrow ECS Baltic offers the Purchaser technical assistance in conjunction with installation and correction of technical issues. Support is not provided to end users unless an agreement negotiating this is entered into. Where the configuration/software is not supplied by Arrow ECS Baltic, the Purchaser will be invoiced at the appropriate hourly rate (minimum of 1 hour).

27.0 RATES FOR FEES AND CHARGES

Small order fee of € 7 per order when the value of the order is less than € 135. Return fee of € 45 applied in connection with an approved, returned product.

28.0 DURATION AND TERMINATION

28.1 The standard terms and conditions are valid from the submission of the Purchaser's initial order until Arrow ECS Baltic publishes new terms and conditions in writing. This may take place without warning, either in writing or on the Arrow ECS Baltic home-page.

29.0 PROHIBITION AGAINST RE-EXPORTING

29.1 Should the delivery include equipment that is subject to US export restrictions, issued by the US Department of Commerce, such equipment may not be exported/re-exported, without an approved licence, nor may it be resold to entities or persons included in the US Department of Commerce's restrictions list, Table of Denied Orders, and nor, without special permission from the US Department of Commerce, may it be sold to or made available to entities, organisations or persons involved in nuclear activity or for use in nuclear applications or systems without a special licence.

30.0 PRODUCT UPGRADES AND DELIVERY OF UPGRADES

30.1 In the delivery of upgrades to existing IBM equipment, where the product is a Customer Set Up Unit (CSU), the replaced part is the property of the customer. For IBM equipment where the product is an IBM Set Up Unit, the replaced part is the property of IBM and the customer is not permitted to exchange the part independently. An IBM technician should be requested. Should the customer fail to follow the above instructions, and the exchanged part is lost, the customer is liable for the full purchase price.



©2014 Arrow Electronics, Inc. Arrow and the Arrow logo are registered trademarks of Arrow Electronics, Inc. All other product names and logos are trademarks of their respective manufacturers.

SALE_TERM_COND_01/18_CDS1.2