

General Terms & Conditions

1. Definitions

The following definitions apply in these Terms and Conditions:

- **“Anti-Corruption Laws”** means all applicable laws concerning or relating to bribery, corruption, inaccurate books & records, inadequate internal controls and money laundering, for example the United States Foreign Corrupt Practices Act of 1977, the U.K. Bribery Act 2010.
- **“Applicable Laws”** means all laws, rules, regulations, conditions, requirements, guidelines, rulings ordinances or orders of or any legal entitlement issued by any governmental body or any multi-national or international organisation and applicable from time to time to the performance of the obligations of the parties under any Contract.
- **“Contract”** means the contract between a Logicom Entity and a Reseller/Partner for the supply of Products and/or Services formed in accordance with and incorporating these Terms and Conditions.
- **“Data Protection Laws”** means any applicable data protection laws including the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (“GDPR”).
- **“eCommerce”** means the Logicom online reseller platforms (www.logicompartners.com or www.marketplace.logicom.net).
- **“End User”** means any person or legal entity (other than a Reseller/Partner) who acquired Products for use as an end user.
- **“Export Controls”** means laws, rules and regulations regulating the shipment or transfer, by whatever means, of controlled items, software, technology, or services out of USA or the EU (termed an “Export”).
- **“Force Majeure Event”** means any event circumstance or causes beyond a party’s reasonable control, including but not limited to, fire, flood, tornado, earthquake, war, riot, insurrection, strike lockdown, slowdown epidemic, quarantine restriction, delay in transportation, labor shortage or strikes, materials or manufacturing facility shortage, accidents, boycott, embargo, insolvency or default of the manufacturer of a Product or any act of regulation of governmental authority, which results in delay in performing or inability to perform a contractual obligation.
- **“Logicom”** means Logicom Public Limited, a public company duly incorporated and validly existing under the laws of the Republic of Cyprus with registration no. HE 28390 and all its direct and indirect subsidiaries at all levels.
- **“Logicom Entity”** means any entity which falls within the definition of “Logicom”
- **“Products”** means all products, including all software, hardware and equipment, distributed and/or sold or which may at any time be distributed and/or sold by Logicom.
- **“Reseller/Partner”** means any person or entity who has been accepted by Logicom as a reseller partner and who places an Order with a Logicom Entity.
- **“Restricted Country”** means countries which are restricted for export of certain products by using the blocking of assets, trade and financial restrictions to accomplish foreign policy and national security goals. For a list of current sanctioned countries by the USA visit <https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx> and the by the EU visit http://ec.europa.eu/dgs/fpi/what-we-do/sanctions_en.htm.
- **“Order”** means an order submitted to or placed with a Logicom Entity by a Reseller/Partner for the supply of Products and/or Services and includes any order placed by a Reseller/Partner on www.logicompartners.com or www.marketplace.logicom.net or any website or extranet site designated by Logicom as a website or extranet site on which orders for the supply of Products and/or Services may be placed.
- **“Restricted Party”** means the consolidated list of prohibited or restricted individuals, companies, and entities listed by the US Departments of Commerce, State and the Treasury and the EU Sanctions list which can be found at http://ec.europa.eu/dgs/fpi/index_en.htm and <https://www.export.gov/article?id=Consolidated-Screening-List>.
- **“Services”** means any services provided by Logicom.

2 Applicability

- 2.1 These Terms and Conditions apply to all Contracts for the supply of Products and Services entered into between a Logicom Entity and a Reseller/Partner to the exclusion of any other terms that the Reseller/Partner seeks to impose or incorporate in any form or which are implied by trade, custom, practice or course of dealing. These Terms and Conditions of Sale shall be considered accepted and acknowledged by the signing of this application form, the placing of an Order, the signing and returning of a pro-forma invoice or the acceptance of a delivered Product, whichever occurs first.
- 2.2 Logicom expressly objects to the application of the Reseller/Partner’s business terms and conditions. Any terms and/or conditions attempted or purported to be introduced or imposed by the Reseller/Partner in any manner and at any stage shall be inapplicable and of no legal effect whatsoever against Logicom unless otherwise agreed in writing.
- 2.3 These Terms and Conditions may be amended from time to time in accordance with Clause 18 below.

3 Basis of Contract

- 3.1 An Order placed with or submitted by a Reseller/Partner to a Logicom Entity constitutes an offer by the Reseller/Partner to purchase the Products and/or the Services set out the Order in accordance with these Terms and Conditions.
- 3.2 The Order shall only be deemed to be accepted at the earliest of delivery of the particular Products or performance of the particular Services or when the Logicom Entity to whom the Order is submitted communicates its acceptance of the Order to the Reseller/Partner, at which point and on which date the Contract for the sale of the particular Products and/or the provision of the particular services shall come into existence. Logicom shall be entitled to reject or refuse to accept any Order at its absolute discretion and all sales of Products and Services shall be subject to the prior approval of the Group Credit Department of Logicom. If deemed necessary, an Order may also need to be approved by the Compliance department of Logicom.
- 3.3 Any samples, drawings, descriptive matter or advertising issued by Logicom and any descriptions of the Products or illustrations or descriptions of the Services contained in Logicom’s catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services and/or Products described in them. They shall not form part of the Contract or have any contractual force.

- 3.4 Any quotation given by a Logicom Entity shall not constitute an offer, and shall only be valid for a period of 30 calendar days from its date of issue unless otherwise stated in the quotation.
- 3.5 Any request by a Reseller/Partner to cancel any Order submitted to or placed with a Logicom Entity shall only be considered if it is within the guidelines allowed by the manufacturer of the relevant Products and shall be subject to acceptance by the Logicom Entity at its sole discretion. The Reseller/Partner acknowledges that most manufacturers do not accept cancellations of orders and all orders are considered final and not subject to withdrawal or cancellation. However, the Logicom Entity accepting the order will work with the manufacturer to support the Reseller/Partner's request where possible. The Reseller/Partner hereby agrees to indemnify Logicom and keep Logicom harmless against all expenses and losses incurred or suffered by Logicom arising out of or in connection with the cancellation or rescheduling of any Order.

4 Products

- 4.1 The Reseller/Partner acknowledges that Logicom is not the manufacturer of the Products.
- 4.2 Unless otherwise expressly agreed, all Products shall be supplied to the Reseller/Partner in accordance with the standard specifications of the manufacturer of the Products as these may be substituted or modified by the Manufacturer from time to time. Logicom shall not be liable in respect of any loss or damage caused or resulting from any substitution, modification or variation of the manufacturer's standard specifications.

5 Prices and Payment Terms

- 5.1 The price for the Products and/or Services supplied to the Reseller/Partner shall be the agreed price set out in the relevant Order or, if no price is quoted in the Order, the price set out in any price list published by the Logicom Entity with which the relevant Order is placed as at the date of the Order.
- 5.2 The payment terms shall be those set out in the relevant Order or otherwise agreed in writing between the Reseller/Partner and the Logicom Entity with whom the relevant Order will be placed. If no payment terms are set out in the relevant Order or otherwise agreed in writing between the Reseller/Partner and the Logicom Entity with whom the relevant Order will be placed, the payment terms shall be those stated in the relevant invoice(s) issued by the Logicom Entity.
- 5.3 The Reseller / Partner shall not be entitled to deduct, withhold or set off any amounts from any payment due to any Logicom Entity unless the Logicom Entity to whom the payment is due expressly agrees to issue a credit note. Such credit notes shall be subject to VAT, wherever applicable.
- 5.4 If the Reseller/ Partner fails to make a payment due to a Logicom Entity by the due date of payment Logicom shall be entitled, without limiting the remedies set out in Clause 10 below, (a) to suspend future deliveries until the payment is received in full and (b) charge interest in respect of the delayed payment at a rate equal to the public default rate applicable under the governing law of the relevant Contract.

6 Delivery and Risk

- 6.1 Unless otherwise agreed in writing between the Logicom Entity with whom the relevant Order is placed and the Reseller/Partner, the terms for delivery of Products shall be ex-works and risk in the Products shall be transferred on this basis.
- 6.2 The time of delivery is not of the essence and Logicom shall not be liable for any delay in the delivery of any Products which is caused by a Force Majeure Event or the failure of the Reseller/Partner to provide adequate delivery instructions, any other instructions that are relevant to the supply of the Products, manufacturing delays or from the failure of the Reseller/Partner to make a payment due to a Logicom Entity by the due date of payment.
- 6.3 If the Reseller/Partner fails to take or accept delivery of any ordered Products within 7 calendar days of being notified that the Products are ready, then except where such failure or delay is caused by a Force Majeure Event or the failure of the Logicom Entity supplying the Products to comply with its obligations under the Contract, the Logicom Entity supplying the Products shall be entitled, without limiting the remedies set out in Clause 10 below, to resell or otherwise dispose of part or all of the Products and charge the Reseller/Partner for all reasonable storage and selling costs as well as for any shortfall below the agreed price of such Products.
- 6.4 If Logicom delivers up to and including 10 % more or less than the quantity of Products ordered the Reseller/Partner may not reject them, but on receipt of notice from the Reseller/Partner that the wrong quantity of Products was delivered, Logicom shall make a pro rata adjustment to the invoice for the Products.
- 6.5 Logicom may deliver any ordered Products by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Reseller/Partner to cancel or refuse to take delivery of any other instalment.
- 6.6 Risk of loss or damage to the Products shall pass to the Reseller/Partner upon completion of delivery of the Products. Where any ordered Products are delivered by instalments the risk in respect of each instalment of Products delivered shall pass to the Reseller/Partner upon delivery of such instalment.

7 Inspection

- 7.1 Reseller/Partner shall inspect and examine all Products immediately after delivery is complete. If any Products are damaged, incorrect or not delivered the Reseller/Partner shall notify Logicom within 7 (seven) working days after their delivery. The relevant Products must be set apart and safely kept until Logicom's inspection. If the Reseller/Partners fails to comply with the provisions of this clause, the Products shall be considered as conclusively accepted by the Reseller/Partner.

8 Warranties

- 8.1 Logicom warrants that it has good title to or license to supply all Products to the Reseller/Partner.
- 8.2 LOGICOM EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND COVENANTS, EITHER EXPRESS, IMPLIED OR STATUTORY WITH RESPECT TO ANY PRODUCT INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF SATISFACTORY QUALITY, FITNESS FOR ANY PARTICULAR PURPOSE.
- 8.3 To the extent authorized, Logicom will pass through to the Reseller/Partner any transferable product warranties of the manufacturer of the Products.

- 8.4 Logicom warrants that any Services provided will be provided through appropriately trained persons and using reasonable care and skill.

9 Reseller/Partner Obligations

- 9.1 The Reseller/Partner shall:
- 9.1.1 ensure that the terms of all Orders are complete and accurate;
 - 9.1.2 co-operate with Logicom in all matters relating to the Services;
 - 9.1.3 provide Logicom its employees, agents, consultants and subcontractors, with access to its premises, office accommodation and other facilities as reasonably required by Logicom to provide any Services ordered;
 - 9.1.4 provide Logicom with such information and materials as Logicom may reasonably require in order to supply any Services ordered, and ensure that such information is complete and accurate in all material respects;
 - 9.1.5 comply with all applicable laws, including all applicable Anti-Corruption Laws and Data Protection Laws;
 - 9.1.6 comply with any terms and conditions of licence attaching to any Products and/or Services supplied and delivered to the Reseller/Partner by Logicom;
 - 9.1.7 not make, nor permit its End Users to make, any promises or representations, or give any warranties, guarantees or indemnities in respect of the Products and/or the Appliances except such as are contained in the relevant Licence, or as otherwise expressly authorised by the manufacturer in writing;
 - 9.1.8 indemnify Logicom and keep Logicom harmless in respect of all losses and expenses suffered or incurred by Logicom as a result of any breach by the Reseller/Partner of these Terms and Conditions.
- 9.2 If Logicom's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Reseller/Partner to perform any relevant obligation (defined as "Reseller/Partner Default"):
- 9.2.1 without limiting or affecting any other right or remedy available to it, Logicom shall have the right to suspend performance of any Services or the delivery of any Products until the Reseller/Partner remedies the Reseller/Partner Default, and to rely on the Reseller/Partner Default to relieve it from the performance of any of its obligations in each case to the extent the Reseller/Partner Default prevents or delays the Supplier's performance of any of its obligations;
 - 9.2.2 the Reseller/Partner shall reimburse Logicom on written demand for any costs or losses sustained or incurred by Logicom arising directly or indirectly from the Reseller/Partner Default.

10 Termination

- 10.1 Without affecting any other right or remedy available to it, either party may terminate the contractual relationship between the parties by giving the other party not less than 2 months' written notice.
- 10.2 Without affecting any other right or remedy available to it, either party may terminate the contractual relationship between the parties and any Contract not yet performed with immediate effect by giving written notice to the other party if:
- 10.2.1 the other party commits a material breach of these Terms and Conditions or its obligations under any Contract and (if such breach is remediable) fails to remedy that breach within 14 days after receipt of notice in writing to do so; or
 - 10.2.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business; or
 - 10.2.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - 10.2.4 the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its contractual obligations has been placed in jeopardy.
- 10.3 Without affecting any other right or remedy available to it, Logicom may terminate the contractual relationship between the parties with immediate effect by giving written notice to the Reseller/Partner if the Reseller/Partner fails to pay any amount due under any Contract on the due date for payment.
- 10.4 On termination of the contractual relationship between the parties of any Contract:
- 10.4.1 the Reseller/Partner shall immediately pay to the Logicom Entity entitled to receive payment all of the Reseller/Partner's outstanding unpaid invoices and interest and, in respect of Services and Products supplied but for which no invoice has been submitted, the relevant Logicom Entity shall submit an invoice, which shall be payable by the Reseller/Partner immediately on receipt;
 - 10.4.2 the Reseller/Partner shall return to the appropriate Logicom Entity all Products which have not been fully paid for and which remain in the Reseller/Partner's possession or control.
- 10.5 The termination of the contractual relationship between the parties or of any Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

11 Force Majeure

- 11.1 Neither party shall be responsible for any delay or failure to perform its contractual obligations which is due to a Force Majeure Event.

12 Data Privacy

- 12.1 The Reseller/Partner shall at all times comply with Logicom's Privacy Policy which can be found here:
<https://www.logicom.net/privacy-policy/>

13 Confidentiality

- 13.1 All non-public, confidential information, of both parties, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, that either party discloses to the other party, whether disclosed orally or disclosed or and regardless of whether marked, designated, or otherwise

identified as "confidential," is confidential and may not be disclosed or copied unless authorized in advance by either party in writing. This does not apply to information that is: (a) in the public domain; (b) known to either party at the time of disclosure; or (c) rightfully obtained by the either party on a non-confidential basis from a third party.

- 13.2 Confidential information may also be disclosed if such disclosure is required by a judicial or other governmental order, if the receiving party either: (a) gives reasonable notice of the order to allow the other party a reasonable opportunity to seek a protective order or otherwise prevent or restrict its disclosure; or (b) obtains written assurance from the entity issuing the order that it will protect the confidential information to the maximum level allowed under applicable law or regulation
- 13.3 This clause 13 shall continue in force for a period of five (5) years after and despite the expiry or termination of the commercial relationship between the parties whatever the reason for termination

14 Payments

- 14.1 All bank fees, charges and commissions are paid by the Reseller/Partner. Payment will be made without any set-off or suspension on any account whatsoever.
- 14.2 If the Reseller/Partner fails to pay the amounts due, interest will be payable by the Reseller/Partner at a rate equal to the public default rate applicable under the governing law of the relevant Contract, without any notice of default being required. If, after notice of default has been given, the Reseller/Partner still fails to pay its debt, the debt may be placed out of hand in which event, in addition to the total amount then due, the Reseller/Partner will also be bound to pay in full the legal and non-legal expenses of collection, including the costs of legal aid.
- 14.3 If at any time the financial condition of Reseller/Partner so warrants, or if Reseller/Partner fails to make payment(s) when due, or if Reseller/Partner fails to supply requested financial documentation, or defaults in any way, Logicom may either alter terms of payment, suspend credit and delay shipment or pursue any remedies available at law or under these Terms and Conditions. In such event, Logicom will be entitled to reimbursement from Reseller/Partner for its reasonable expenses, including attorney's fees.

15 Limitation of Liability

- 15.1 Logicom shall not under any circumstances be liable for:
 - 15.1.1 Failure to allocate or reserve any Product for Reseller/Partner
 - 15.1.2 Discontinuation of Products / Product lines or any part thereof or cancellation.
 - 15.1.3 Any defect in any Product which is attributable to the manufacturer of the Product.
- 15.2 EXCEPT FOR OR IN RESPECT OF ANY LIABILITY UNDER CLAUSE 20, NEITHER PARTY SHALL BE LIABLE FOR ANY OF THE FOLLOWING TYPES OF LOSS OR DAMAGE (WHETHER SUCH LOSSES OR DAMAGES WERE FORESEEN, FORESEEABLE, KNOWN OR OTHERWISE): (I) LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING FOR LOSS OF PROFITS ON CONTRACTS); (II) LOSS OF BUSINESS; (III) LOSS OF USE OR CORRUPTION OF SOFTWARE, DATA OR INFORMATION, (IV) LOSS OF OPPORTUNITY; (V) LOSS OF GOODWILL; (VI) LOSS OF REPUTATION; (VII) COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES; (VIII) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE LOSSES OR DAMAGES HOWSOEVER CAUSED (INCLUDING FOR THE AVOIDANCE OF DOUBT, WHETHER SUCH LOSS OR DAMAGE IS OF THE TYPE SPECIFIED IN (I)-(VIII) ABOVE) OR IN CASE OF ANY TRADE CONTROL RESTRICTIONS IMPOSED.
- 15.3 LOGICOM'S TOTAL LIABILITY TO THE RESELLER/PARTNER, INCLUDING ITS LIABILITY IN CONTRACT, TORT, DELICT OR OTHERWISE, SHALL NOT UNDER ANY CIRCUMSTANCES EXCEED THE TOTAL AMOUNT PAYABLE BY THE RESELLER/PARTNER IN RESPECT OF THE PRODUCTS AND SERVICES WHICH RELATE TO THE BREACH.

16 Jurisdiction and Applicable Law

- 16.1 Unless otherwise agreed in writing the Contract for the supply of Products and Services to the Reseller/Partner shall be governed by the law of the country or state where the Logicom Entity with whom the Contract is concluded has its seat and the courts of that country shall have non-exclusive jurisdiction to try and determine any claim or dispute relating to, arising from or connected with the Contract.

17 Invalidity

- 17.1 If any provision of these Terms and Conditions is held by any competent Court to be in invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected thereby.
- 17.2 Nothing in these Terms and Conditions is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorize any party to make or enter into any commitments for or on behalf of any other party.

18 Variation

- 18.1 Logicom may vary these Terms and Conditions at any time by publishing a new version on its website, or by communicating the varied Terms and Conditions to the Reseller/Partner. Any Order placed after any variation to these Terms and Conditions have been so published or communicated will be deemed to incorporate the varied Terms and Conditions in the Contract.

19 No Joint Venture or Agency

- 19.1 These Terms and Conditions are not intended to and shall not be deemed to, establish joint venture between Logicom or any Logicom Entity and the Reseller/Partner or constitute the Reseller/Partner an agent of Logicom or any Logicom Entity or authorise the Reseller/Partner to make or enter into any commitments for or on behalf of Logicom or any Logicom Entity.

20 Compliance with Laws, Including Anti-Corruption, Export Controls and Sanctions Laws

- 20.1 Reseller / Partner hereby represents and warrants that it shall comply with all Applicable Laws.
- 20.2 Reseller / Partner acknowledges and understands that Logicom and/or any of its affiliated or subsidiary companies may provide you with products, including hardware, software and/or technology that may be subject to United States and other government export control regulations and restrictions.
- 20.3 Reseller/ Partner hereby agrees and undertakes:
- 20.3.1 not to transfer, export, or re-export, directly or indirectly, any Products acquired from Logicom to Cuba, Iran, North Korea, Sudan, and/or Syria, Crimea region or any nationals thereof, or to any other Restricted Country under applicable laws and regulations, and that Reseller/Partner is not located in, under control of, or a national or resident of any such country;
 - 20.3.2 not to directly use or sell the products to any third party that will use the Products in any activity related to the development, production, use or maintenance of "Weapons of Mass Destruction," including without limitation, uses related to nuclear, missile and/or chemical/biological development and that Reseller/ Partner will not transfer, export, or re-export, directly or indirectly to any party engaged in any such activity;
 - 20.3.3 not to transfer, export, or re-export directly or indirectly to any party prohibited from receiving Products by U.S. Government, the European Commission or prohibited by applicable law and that Reseller/ Partner is not on, or under control of anybody on, any such list;
 - 20.3.4 not to export/re-export any products purchased from Logicom to any party which will use for military end use as defined in Article 4 sub 2 of EU Regulation 428/2009;
 - 20.3.5 to comply with all applicable regulations and restrictions whenever Reseller/ Partner transfers, exports, or re-exports Products obtained from Logicom;
 - 20.3.6 to comply with all applicable Anti-Corruption Laws;
 - 20.3.7 not to use any funds provided by Logicom, or any proceeds resulting from any Logicom business, to pay expenses for travel, lodging, gifts, hospitality or charitable contributions for government officials;
 - 20.3.8 to comply with all applicable Export Controls regulations;
 - 20.3.9 to provide the order specific representation(s) (consignee or end user undertaking) for themselves and their end user required to obtain export license from the EU authorities for certain products;
 - 20.3.10 to comply with the Data Protection Laws;
 - 20.3.11 to promptly notify Logicom in case of any non-compliance or breach of these representations and undertakings;
 - 20.3.12 upon request by Logicom and within a reasonable period, to provide such information, and access to premises and records, as is reasonably necessary to enable Logicom, the manufacturer or a regulatory authority to evaluate Reseller/Partner's on-going compliance with the terms of this Agreement;
 - 20.3.13 to maintain a record of sales, imports, exports, and re-exports of Products, technology, and Services purchased from Logicom for a period of ten years after each sale, import, export, or re-export. Reseller/Partner will forward any required records to Logicom or, at Logicom's request, to the manufacturer or a requesting regulatory authority;
 - 20.3.14 to permit periodic audits by Logicom, the manufacturer or a regulatory authority, as required, to ensure compliance with relevant laws and regulations;
 - 20.3.15 to indemnify Logicom for any claim, loss, liability or damage suffered or incurred by Logicom or any Logicom Entity resulting from or related to the Reseller/Partner's breach of the obligations and undertakings set out in this clause 20.
- 20.4 The Reseller/Partner acknowledges and agrees that any breach of any of the representations, obligations and undertakings set out in this clause 20 shall entitle Logicom, without limiting or affecting any other right or remedy available to it, to immediately terminate any transactions or engagements or Contracts with the Reseller/Partner or the commercial relationship between the parties without any liability.
- 20.5 These Terms and Conditions are binding on all Resellers/Partners of Logicom for all transactions.