

GENERAL TERMS AND CONDITIONS - HUNGARY

1 Table of Contents

1	Table of Contents	1
2	Definitions	1
2.1	General Terms and Conditions	1
2.2	Contract	1
2.3	Contract of Purchase	1
2.4	Distributor's Contact Addresses	1
2.5	Distributor's Business Hours	1
Prague offices and warehouse:		Error! Bookmark not defined.
2.6	Reseller	1
2.7	Primary Contact	1
2.8	Prices	1
2.9	Financial Conditions	1
2.10	Order	1
2.11	Documentation	2
3	Information	2
3.1	Distributor's www server – eTouch	2
3.2	Telephone Information	2
3.3	Info Service	Error! Bookmark not defined.
3.4	General Information	Error! Bookmark not defined.
3.5	Advertising Information for the Dealer	2
4	Purchasing of Goods	2
4.1	Enquiry – offer	2
4.2	Orders	2
4.3	Delivered Goods	2
4.4	Returned Goods	3
5	Payment	3
5.1	Payment of Goods	3
5.2	Settlement of Credit Notes	3
5.3	Financing	3
6	Complaints	3
6.1	Types of Complaints	3
6.2	Complaint Application	3
6.3	Return of Goods	3
6.4	Warranty Period	3
6.5	Returns in Warranty Period	3
6.6	Repair of Goods out of Warranty	4
7	US export rules	4
8	Language	4

2 Definitions

2.1 General Terms and Conditions

These General Terms and Conditions describe the regular cooperation between the purchaser (hereinafter referred to as the "Reseller") and Tech Data Hungary Kft. (hereinafter referred to as the "Distributor") and establish the binding rules of relations between the Reseller and the Distributor in connection with the sale of goods and the provision of services to the Reseller.

All matters not regulated by these General Terms and Conditions shall be regulated by relevant and actual provisions of the Hungarian Civil Code. The current version of the General Terms and Conditions are published on the Distributor's website (www.techdata.hu).

The Distributor is entitled to update the General Terms and Conditions in its sole and absolute discretion. The Distributor shall inform the Reseller of updates to the General Terms and Conditions by publishing the updated version on its website. The updated General Terms and Conditions are valid on the fifteenth day after publication. The Reseller is obligated to become familiarised with the updated version of the General Terms and Conditions.

2.2 Contract

The Purchase Contract defines the general terms of cooperation between the Reseller and the Distributor and the conclusion of the Purchase Contract is a condition precedent of the provision of credit limit to the Reseller. For this reason the Purchase Contract needs to be signed in form of private documents providing conclusive evidence.

2.3 Contract of Purchase

Each confirmation of acceptance of orders by the Distributor indicates confirmation of the specific individual purchase concluded by providing an order, namely in accordance with these General Terms and Conditions. Orders can be processed as detailed in point 2.10

2.4 Distributor's Contact Addresses

Office (premises):

Hermina út 17. 9. em., H-1146 Budapest

- Tel.: + 36 1 327 4246

- Fax: + 36 1 471 9194

2.5 Distributor's Business Hours

Budapest offices

Offices	MON -THUR 8:30 – 17:00, FRI 8:30 – 17:00

2.6 Reseller

An individual or legal entity may become a Reseller if it has properly announced to the competent local authority such trading activity which shall be proved upon the request of the Distributor.

2.7 Primary Contact

The Distributor shall in its sole discretion appoint an employee of the Distributor's sales department as a Primary contact.

The task of the primary contact is to handle all the Reseller's requests regarding business between the Reseller and the Distributor.

In specific situations the Reseller may contact one of the Distributor's sales specialist in a given field, or the financial department (credit controlling) or the logistics departments.

2.8 Prices

Relevant prices are the prices published on the Reseller's individual account on the Distributor's website. These prices correspond to the updated purchase conditions and the Distributor's stock situation and the extent of the cooperation between the Distributor and Reseller. The prices stated in the order confirmation issued by the Distributor are binding.

2.9 Financial Conditions

2.9.1 Payment

The date of payment is understood as the date the amount is credited to the Distributor's account.

The Distributor reserves its ownership title of the products until full payment of purchase price.

2.9.2 Credit limit

The credit limit determines the maximum volume of unpaid Resellers liabilities to the Distributor. The Distributor determines the credit limit at its sole discretion based on an assessment of the Reseller's financial standing. The credit limit can only be offered to Resellers who have concluded a valid Purchase Contract.

Drawing from the credit limit is understood to mean the occurrence and existence of a specific Reseller obligation towards the Distributor from ordering goods or services (hereinafter referred to as the "goods") under the contractual conditions or General Terms and Conditions. From commencement of the orders, the value of the credit limit shall be reduced with the value of the order.

The free part of the credit limit is the value of the credit limit reduced by all drawn amounts.

2.9.3 Payment deadlines

The standard payment deadline on issued invoices is 14 calendar days, unless explicitly agreed upon otherwise. Upon a request from the Reseller the Distributor may extend this period with regard to the Reseller's financial standing, his credit history and volume of trade. The Distributor retains the right to shorten the payment deadline of invoices for newly received orders. The Reseller will be informed of such a change in advance, if possible. Information about the current payment deadline is found on the Distributor's website in the section "Your company – General information".

2.9.4 Payment delay

If the Reseller pays an invoice after the agreed payment period, the Distributor is entitled to charge for interest on late payment according to the Purchase Contract (furthermore see also Section 5.3.1).

2.10 Order

2.10.1 Order

Goods can be ordered

- by telephone;
- by email or to the email address of the Primary contact according to information published on the Distributor's website in the section Address book or to address sales@techdata.hu
- by fax to number + 36 1 471 9194
-

Orders must contain the following information:

GENERAL TERMS AND CONDITIONS - HUNGARY

- Product reference number
- contact person
- Method of delivery (see Section 4.3) and delivery address
- Ordered goods with article codes and numbers of items

In case of orders placed by telephone all important information (mentioned above) shall be defined clearly by Reseller to prevent any misunderstandings in processing the respective order.

2.11 Documentation

2.11.1 Delivery note

For each delivery the Distributor issues an order confirmation or delivery note which will be sent to the Reseller via email or together with the goods. The order confirmation or delivery note contains the price, type of delivered goods and length of warranty and serial number if registered for the given item.

2.11.2 Invoice

The header of the invoice issued for goods ordered by the Reseller contains all information which is required under applicable regulations.

Sending invoices:

- Invoice will generally be sent to the Reseller via email
- The email address can be changed based on the Reseller's request.

2.11.3 Advance payment invoice

For goods ordered by the Reseller from the Distributor which require advance payment (see 5.1.1) an advance payment invoice is issued. If at the time of the order the ordered item or its part thereof is not in stock the advance payment invoice for this part of the shipment is issued after the Distributor has received it. The amount of the advance payment invoice must be credited to the Distributor's account no later than the seventh day from the date of issue.

2.11.4 Credit note

- Goods credit note – issued to the Reseller if there was an incorrect delivery on the part of the Distributor or if defect or incomplete goods were delivered (see 4.4).
- Financial credit note – issued in case of subsequent discounts as part of marketing campaigns announced by the Distributor under the assumption of the Reseller meeting the required criteria for the subsequent discount.

2.11.5 RMA form

The RMA form serves for identifying returned shipments or Reseller's complaints about goods supplied by the Distributor.

Upon filing a complaint, the Reseller is obligated to fill out the application form regarding the product complaint available on the Distributor's website in the section Sales – Complaints. After authorisation by the Distributor the RMA form can be printed. It must be sent with the returned goods or complaint.

3 Information

3.1 Distributor's www server – InTouch

The Distributor's information system InTouch (www.techdata.hu) provides the following information and option:

- Section "Your company – General information": delivery addresses, contact persons, Reseller turnover statistics
- Section "Sales": overview of orders, deliveries, invoices, payments
- Section "Basket" – current status of the shopping basket for ordering and ordering options
- Section "Tech Data": general information about the Distributor, contacts etc.

Reseller's employees shall use their own passwords when using the Distributor's website. The Reseller is responsible for any misuse.

3.2 Telephone Information

All information concerning the goods, their prices, availability, delivery terms, status of complaints and other information, which concern the business relationship between the Distributor and the Reseller, can be obtained from the Distributor's primary contact or from the Distributor's relevant department. Contacts are provided on the Distributor's website in section "Tech Data".

4 Purchasing of Goods

3.3 Advertising Information
The Distributor is authorised to send the Reseller advertising information, also via e-mail. This is not considered as spam or advertisements which lead to the Reseller incurring expenses.

4.1 Enquiry – offer

In the case of more extensive deliveries and projects it is possible to draw up an individual offer which meets the Reseller's requirements to the greatest extent. In reasonable cases the Distributor is entitled to bill a fee for drawing up the offer. The fee will be agreed in advance.

4.2 Orders

4.2.1 Orders

The Reseller orders goods from the Distributor by using one of the methods as defined in Section 2.10.1.

4.2.2 Processing orders

Orders logged into the Distributor's ordering system by 8:00 pm are processed the same day; orders arriving later will be processed the following working day.

4.2.3 Cancelling orders

If the Reseller wants to cancel an order made with the Distributor this should be done by fax, post or e-mail. The Distributor retains the right to charge a penalty of 10 % of the financial volume of the order if the order is cancelled later than the end of the working day in which the order was placed.

4.3 Delivered Goods

Licences are delivered electronically to the email address of the Reseller as indicated in the order.

Goods may be delivered separately in partial deliveries according to the availability of individual items of the order in the Distributor's warehouse.

Second and further partial deliveries sent the day after shipment of the first delivery will be delivered using the Standard Transport method (see 4.3.1), unless the Parties explicitly agree otherwise.

4.3.1 Delivery by forwarding company

Standard Transport – Goods are delivered by the forwarder by 6:00 pm of the second working day – Budapest, third working day - country, after shipment from the Distributor's warehouse to the address provided by the Reseller on the order. Transport costs are borne by the Distributor.

Transport to end user – goods are delivered by the forwarder from the Distributor's warehouse directly to the end user's address, according to the Reseller's specification in the order. Goods are delivered with a delivery note and the respective invoice is sent to the Reseller's invoicing address. This shortens the delivery time to the end user and simplifies goods handing. The price of this service is 8,000 HUF.

4.3.2 Holding deliveries

The delivery of goods to the Reseller may be suspended by the Distributor especially in the following cases:

- Credit hold – if the Reseller does not have sufficient credit limit available or the available part is frozen by orders ready for shipment. In case of credit hold this does not affect the status of any other orders. Goods which are available at that time at the Distributor's warehouse are reserved for the Reseller for a period of 4 working days. If the underlying situation is not resolved within this period the goods are released. The Reseller can solve the credit hold as detailed below:
 1. Increasing the credit limit (request made to the primary contact, which is subject to the Distributor's sole discretion)
 2. Payment of older invoices before the payment deadline
- Payment hold – if the Reseller has at least one invoice which is more than 5 days past the payment deadline. In this case the Reseller loses its position for all open orders. The Reseller will not receive any goods from the Distributor and further release of goods will only take place after payment of all open invoices by the Reseller. Information about the status of the account is found on the Distributor's website in the section "Sales – Invoices and payments". Furthermore in the section "Your company – General information" payment hold is labelled with a "sale on hold" status.

The Distributor is not responsible for problems caused by holding up deliveries to the Reseller.

GENERAL TERMS AND CONDITIONS - HUNGARY

4.3.3 Acceptance of deliveries

The Reseller is obligated to check the status of the delivery.

Upon acceptance of items delivered by a forwarder the Reseller is obligated to check the data on the delivery note. If the data is not in line with the actual delivery, the original packaging of goods is damaged or the original Distributor's label on the packaging is broken, the Reseller is obliged to state this information on the shipping note or to refuse the receipt as a whole.

Reseller is subsequently obliged to check the material content of the delivery according to the attached delivery note. If the content does not match with the information stated on the delivery note the Reseller is obligated to state the differences on the shipping note or annex and have the forwarder confirm it. If the forwarder refuses to provide confirmation the Reseller is obligated to refuse the delivery as a whole.

4.4 Returned Goods

If delivered goods and delivery conditions do not comply with the order, the Reseller is entitled to send the undamaged and complete goods back together with an RMA form to be received at the Distributor's warehouse no later than within 5 working days after delivery.

The Distributor shall issue a credit note on the returned goods.

If the goods are not returned within the stated period, or are returned damaged or unpacked, the Distributor retains the right to at its sole discretion refuse them or bill for costs incurred and a cancellation fee amounting to at least 10 % of the price of the returned goods.

5 Payment

5.1 Payment of Goods

5.1.1 Advance payment

Advance payments are made by bank transfer based on advance payment invoices and apply if the Reseller has not been allocated a credit limit or if the credit limit has been reached. An advance payment invoice is issued and will be sent by fax or email to the Reseller after receiving the ordered goods at the Distributor's warehouse. Until the full payment of the advance payment invoice goods are held separated and reserved for the Reseller. After crediting the appropriate amount to the Distributor's account the goods are prepared for shipment. The payment of an advance payment invoice must be credited to the Distributor's account no later than the 7th working day from the date of issue. If the advance payment will not be credited within this deadline the advance payment and the order is cancelled.

5.1.2 Payment after delivery of goods

If the Reseller's credit limit has been adjusted by the Distributor, an invoice is issued upon shipment with the payment deadline which applies to the Reseller.

5.2 Settlement of Credit Notes

Credit notes are usually cleared off against unpaid invoices. A settlement proposal is provided either by the Distributor or the Reseller. The settlement is possible also by the credit note deduction from due invoice(s). Reseller is obligated to send the payment advice to the financial department (finance@techdata.cz) at the day of transferring the balance the latest. The refund of the credits is possible only in the case, when there is no any invoices payable on the balance and also when the total amount of the open credit notes is higher than the total amount of invoices payable and the invoices are not overdue. This status is solved by paying the difference between the amount of invoices and credit notes to the Reseller. Credit notes are not settled automatically, but on the basis of a written request (also possible by e-mail) from the Reseller to the Distributor's financial department – credit controlling (finance@techdata.cz). The request must contain the identification of the Reseller (The company's name and registration number), the bank account number (IBAN format valid for the EU – if the company is registered in EU), sort code and credit note number.

5.3 Financing

5.3.1 Interest on late payment

The Distributor is entitled to bill for interest on late payment for invoices paid after the payment deadline. Unless otherwise agreed in writing between the Distributor and the Reseller (generally in the purchase contract), the interest on late payment amounts to 0.05% of the amount owed for each calendar day of delay until the 15th day after the payment deadline and commencing on the 16th day 0.1 % of the amount owed for each subsequent calendar day of the delay. Invoices for interest on late payment are issued on a monthly basis in arrears if in the past month at least one of the invoices was paid late. The amount of the penalty is billed according to the formula:

Invoiced	Number of days between the agreed	%		
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amount	x payment deadline and actual date of payment	x interest on late payment	/	360
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An invoice for interest on late payment will contain a list of all invoices paid in the past month which were paid after the payment deadline. The invoice shall also contain:

- Numbers of these invoices
- Payment deadline of each invoice
- Payment date referenced to the given invoice
- Date each invoice issued
- Currency of each invoice
- Amount of payment referenced to the given invoice
- Number of days payment delayed from the payment deadline
- Interest on late payment and all other information which are required under applicable regulations.

The payment deadline for invoices for interest on late payment is 21 days irrespective of the individual payment deadline afforded to the Reseller. (see 2.9.3).

5.3.2 Security for the Distributor's claims on the Reseller assets

The Distributor may request security for the credit limit provided or for a specific business transaction using standard security instruments in order to minimise the risk arising from the Resellers potential inability to pay. Standard instruments to be agreed upon between the Parties may in specific cases may include:

- Assignment of a Reseller's receivable from an evidently creditworthy client in favour of the Distributor
- Bank guarantee
- Parent guarantee

The Distributor assesses the creditworthiness of the entity.

6 Complaints

Complaints can only be made on goods bought directly from the Distributor.

6.1 Types of Complaints

- Defects on goods (defect goods are taken by the Distributor at service centres – see 2.4)
- Incorrect deliveries
- Returned goods (see 4.4)

6.2 Complaint Application

Complaint application forms are available from the section "Sales-complaints-entering complaints" on the Distributor's website. The Reseller can state the desired method of resolving the complaint (e.g. exchange, credit note, repair, ...). The Distributor retains the right to in its sole discretion change the method preferred by the Reseller.

6.3 Return of Goods

The Reseller will return goods to the address stated on the RMA form (in the case of defect goods, to a service centre as defined by Distributor, and in all other types of complaints to the Distributor's warehouse address – see 2.4). Costs incurred in returning goods to the Distributor are borne by the Reseller.

If goods are not returned within 10 calendar days from the Distributor's approval of the application the Distributor retains the right to terminate the given complaint.

Goods need to be returned in their original packaging together with all accessories and with a properly completed RMA form. If the consignment does not contain the above requirements it may be returned to the Reseller at its expense.

6.4 Warranty Period

The standard warranty for products sold by the Distributor is one (1) year. The Distributor undertakes to pass to the Reseller any further warranty or guarantee granted by the respective manufacturer of purchased goods. Information about such conditions is given on delivery notes (see 2.11.1) and on the Distributor's website (see 3.1). The warranty period commences from the date issued on the delivery note.

6.5 Returns in Warranty Period

Sales returns within the warranty period are usually resolved by repair or exchange upon the sole discretion of the Reseller. Repaired or exchanged goods are sent back to the Reseller at the Distributor's expense. If repair or exchange is not possible the Distributor will issue to the Reseller a credit

GENERAL TERMS AND CONDITIONS - HUNGARY

note to the purchase price of an equivalent product or product which is to be considered a reasonable replacement of the returned product. After issuing a credit note the Distributor is the owner of the returned goods. Sales returns will be resolved in one of the above ways within 30 calendar days of the warehouse receiving the returned goods.

6.6 Repair of Goods out of Warranty

Repairs of goods returned which are not subject to a warranty or a guarantee may be charged to the Reseller. The Reseller will be informed in writing about the estimated costs of repair. By accepting this price the Reseller commits to paying the invoice for the repair of the goods up to the estimated price. The Distributor retains the right to refuse the request for repair of goods out of warranty/guarantee.

7 US export rules

- 7.1.1 Reseller acknowledges and agrees that the goods, software, and technology contained in any order or agreement to supply between Tech Data Hungary Kft. (including any subsidiary or branch) and Reseller are subject to the export control laws and regulations of National legislation, EU and the United States. This includes but is not limited to the Export Administration Regulations ("EAR"), and sanctions regimes of the U.S. Department of Treasury, Office of Foreign Asset Controls. Reseller will comply with all these laws and regulations.
- 7.1.2 Reseller shall not, without prior required government authorization or except as otherwise authorized under those laws and regulations, export, re-export, sell or transfer any goods, software, or technology contained in any order or agreement to supply between Tech Data Hungary Kft. (including any subsidiary or branch) and Reseller, either directly or indirectly, to (i) any country or region subject to a U.S. trade embargo or to any entity located in or organized under the laws of any such country or any resident of any such country, or to (ii) 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 or any other comparable European or local regulation, or (iii) any person directly or indirectly owned or controlled by the foregoing.
- 7.1.3 In addition, any goods, software or technology contained in any order or agreement to supply between Tech Data Hungary Kft. (including any subsidiary or branch) and Reseller, may not be exported, re-exported, or transferred to an end-user engaged in activities related to weapons of mass destruction. Such activities include but are not necessarily limited to activities related to: (1) the design, development, production, or use of nuclear materials, nuclear facilities, or nuclear weapons; (2) the design, development, production, or use of missiles or support of missiles projects; and (3) the design, development, production, or use of chemical or biological weapons.
- 7.1.4 **Reseller** shall not do or omit to do anything that may cause **Tech Data Hungary Kft.**, in **Tech Data Hungary Kft's** reasonable judgment, to be in breach of applicable export control and sanctions laws and regulations, and shall protect, indemnify and hold harmless **Tech Data Hungary Kft.** from any claim, damages, liability, costs, fees and expenses incurred by **Tech Data Hungary Kft.** as a result of the failure or omission of **Reseller** to comply with such laws and regulations.

8 Language

These General Terms and Conditions are drawn up in Hungarian and English language versions. In case of dispute over the content the English language version is decisive.