

由 IM 向購買方所進行的所有銷售皆應符合本條款與條件。購買方採取以下做法時，即表示購買方已明確接受本條款與條件：(i) 購買方簽署或同意本條款與條件；或 (ii) 購買方向 IM 提供採購訂單，或 (iii) 購買方接受 IM 的任何產品或服務（以較早發生者為準）。

1. 定義

- 1.1. 「**機密資訊**」係指 IM 或其供應商所擁有，與產品、其行銷、使用、維護與軟體相關的機密資訊與文件，包含技術規格在內
- 1.2. 「**IM**」係指 英邁臺灣有限公司。
- 1.3. 「**智慧財產**」係指所有版權、專利、實用創新、商標與服務商標、地理標示、網域名稱、電路圖設計權、註冊外觀設計、設計權、資料庫權、商號或商業名稱、保護商業秘密和機密資訊權、保護商譽與聲譽權，與所有其他相似或相應專有權利和上述相同權利的所有申請（無論目前在世界任何地點是否已經存在或是在未來建立，且無論是否已經註冊），以及所有權益、特權、訴訟權、追討損壞賠償權以及針對過去、目前或未來的侵權、侵佔或違反任何上述權利之行為取得救濟或其他補償的權利。
- 1.4. 「**不合格產品**」應指不符合供應商保證內容的產品。
- 1.5. 「**購買方**」係指購買產品的人員、企業或公司。
- 1.6. 「**產品**」係指在適用的情況下，由 IM 向購買方供應以及在 IM 發票中描述的任何產品（包含軟體）或服務。於本條款與條件中指稱的「**產品**」，在適用的情況下，亦應包含購買方購買的服務。
- 1.7. 「**服務**」係指由 IM 或其供應商向購買方供應，以及 IM 的報價單與發票中所描述的任何服務，包含但不限於技術服務、安裝服務、教育服務（例如教育或訓練課程，以及測驗或認證服務），或由 IM 或供應商提供的其他此類服務，而且供應與此類服務相關的材料、軟體、工具或資訊（「**交付標的**」）。
- 1.8. 「**供應商**」係指產品或服務的製造商或出版商，或提供產品或服務的服務供應商、製造商或出版商，為避免疑義，除非 IM 為提供服務的當事方，否則上述各方並非指 IM。
- 1.9. 「**供應商的保證**」係指與特定產品有關的適用產品供應商提供的保證（若有）。
- 1.10. 「**地區**」係指中華民國（台灣）。

2. 訂單

- 2.1. 由購買方下的所有產品訂單：
 - (a) 必須依據不定時向購買方通知的 IM 訂單流程開立；且
 - (b) 須由 IM 接受訂單，而且除非由經授權的 IM 代表以書面向購買方確定供應產品或確認缺貨訂單或交貨延遲，否則不得將任何訂單視為已由 IM 接受之訂單。
- 2.2. 如果產品的供應量不足，致使 IM 無法履行此類訂單，IM 可能會拒絕購買方下的任何訂單。
- 2.3. 向購買方售出的所有產品，僅限向位於 IM 或供應商以書面授權之地區或國家的終端使用者（為內部使用而購買）轉售產品。
- 2.4. 若欲取得 IM 提供的教育服務，購買方須依據 IM 針對購買方欲購買、註冊或參與的每一項測試、認證或課程之規定提出課程登記表。

3. 價格與付款

- 3.1. 產品價格為 IM 提供的報價，並且可能會在未提前通知的情況下予以變更。
- 3.2. 在交付產品予購買方前，必須先收取產品款項，由經授權的 IM 主管人員以書面同意無須先收取產品款項者除外。
- 3.3. 如果購買方未能依據此條款之規定付款，則：
 - (a) 購買方在所有帳戶上尚未給付 IM 的全部金額將立即到期，並應與相關司法程序及合理律師費用一同支付。

- (b) IM 得自行決定，在購買方全額支付積欠的所有金額之前，暫停向購買方提供信用額度；以及
- (c) IM 得自行決定變更或取消 IM 不定期向購買方提供的任何信用額度或信用特權。

為避免疑義，IM 保留權利以根據包含但不限於 IM 信用政策或購買方的財務狀況和/或付款記錄等條件，在不提前通知的情況下，不定時變更或撤銷購買方之信用限額。

- 3.4. 購買方須對任何逾期金額支付利息，自款項到期時起算，利率為每月 1.5%，或針對所有過往逾期款項餘額，向購買方收取法律允許的最高金額，以金額較高者為準。利息將從款項逾期日期起每日累計，直到 IM 收到逾期款項以及任何應計利息金額為止。購買方準時付款的義務即為本條款的重要要素，如果購買方違反，會對 IM 造成損失。
- 3.5. 儘管購買方可能擁有任何抵銷權，但購買方必須向 IM 全額支付購買方積欠 IM 的所有金額。為避免疑義，購買方不得從該金額中扣除與購買該產品有關的任何稅金。購買方應向 IM 償還 IM 代表購買方支付的任何稅金。
- 3.6. 除非在本條款中另有規定（或由 IM 的授權代表以書面表示），否則所有產品報價皆不包含所有稅金、手續費用、遞送費用、代理人費用以及任何其他費用、關稅或進口稅。
- 3.7. 購買方必須應要求向 IM 支付根據本條款、根據本條款完成的任何事宜或事項，或本條款所述之任何款項、收據或其他交易的任何應付稅金（除所得稅以外），包含任何商品與服務稅、關稅、貨物稅、印花稅、其他稅款、政府規費、費用、課稅或進口稅，以及因購買方違約而產生的任何罰款、罰金或應付利息。
- 3.8. 購買方應向 IM 提供 IM 因建立或持續維持購買方之信用額度等目的，而不定期合理要求的所有財務資訊。購買方同意，IM 可出於包含但不限於評估是否向購買方提供信用額度等目的，而向 IM 的顧問或保險人揭露任何此類資訊。
- 3.9. 若購買方為信用顧客，購買方同意立即通知 IM 在購買方的信用額度申請中包含之任何詳細資訊或由購買方向 IM 提供之任何詳細資訊中的任何變更與購買方的所有權、持股、結構和/或業務、交易或財務活動中的任何其他重要變更。
- 3.10. 若購買方成功申請稅籍登記，則購買方必須立即向 IM 提供購買方的稅籍編號與稅籍登記生效日期的書面通知。
- 3.11. 如果購買方根據破產法規或與債務清理或保護債權人權利有關的任何其他法規而提出自願破產申請，或針對債權人權益執行債務轉讓，或根據破產法規或與債務清理或保護債權人權益有關的任何其他法規，對購買方提出非自願性破產申請，或已指定接管人、管理人、清算人或受託人接管購買方的資產，IM 在本條款與條件下所負以信用條款遞送交付標的任何義務應終止，而不另行通知，而且 IM 不承擔任何責任。
- 3.12. 如果購買方取得特定訂單的特別定價，而且 IM 可從其供應商取得此定價（下稱「**特別報價**」），購買方應遵守適用於特別報價的特定條款（下稱「**特別條款**」）以及此類特別報價的其他條款與條件。購買方同意對購買方違反本條款或因購買方未遵守供應商的條款與條件，致使供應商向 IM 提出的任何索賠，而向 IM 提供相應補償。購買方同意支付因 IM 轉嫁特別報價而被收取的服務費用與購買方可能接收的其他供應商利益（包含所有行銷基金、價格保護與個別回扣），並同意轉嫁與支付此類權益將取決於 IM 是否已從其供應商取得權益。特別條款可能迫使購買方遵守部分要求，包含但不限於 (i) 僅向明確指定的終端使用者銷售產品、(ii) 在核准的地區內銷售產品、(iii) 基於進行終端使用者驗證目的，而向 IM 及其供應商揭露終端資訊，與 (iv) 向 IM 與其供應商提交終端使用者發票、終端使用者採購訂單或終端使用者運送文件。依據適用於個別供應商與產品之特別條款之規定，未遵守特別條款，可能使 IM 和/或其供應商有權向購買方全額索回以及向購買方開立發票索取根據特別價格而授與購買方的所有折扣、

回扣與其他特別價格條件。

4. 遞送

- 4.1. IM 的陸路運輸服務提供運送至當地地址的遞送服務，並收取運費與手續費。遞送至國際地址需遵守附加的條款並且支付額外費用。
- 4.2. IM 向購買方建議的遞送時間僅為預估時間，而且 IM 將不對購買方或其購買方因延遲遞送或未遞送產品而蒙受或招致的任何損失、損害或延遲承擔任何責任。
- 4.3. IM 可對任何訂單提供部分遞送，而根據本條款所規定，每一次的部分遞送將構成單獨供應該產品。
- 4.4. 如果購買方決定收取該產品，但是未能在商定的日期收取該產品，購買方應確保 IM 不會受到任何損害，並且應就 IM 可能因購買方未收取產品而產生的任何成本或損失，包含任何存放或處置費用（如適用），向 IM 提供全額補償。

5. 軟體

- 5.1. 若根據本條款而供應的產品為軟體，除了本條款以外，在供應該軟體產品時，需遵守適用於該軟體產品之相關授權協議的條款與條件。在適用的情況下，購買方同意遵守任何此類條款與條件和/或限制，並對 IM 因購買方違反此類條款、條件和/或限制而遭受之任何責任，向 IM 提供相對應賠償。
- 5.2. 軟體授權協議可能與軟體綁定提供，或者可能向購買方單獨提供軟體授權協議，或可能要求購買方在畫面上接受軟體授權協議。使用軟體產品應遵守相關授權協議的條款和條件。
- 5.3. 如果在本條款中使用的「供應」一詞係指軟體產品，則此類詞語係指銷售與購買一套軟體產品的授權副本，或存取該軟體產品之託管版本的權利（無論是否以實體或電子方式供應該產品，或以其他方式提供軟體副本的存取權限）。

6. 檢驗與收受

- 6.1. 針對所有訂購的產品，購買方必須：
 - (a) (針對非軟體產品) 在產品遞送至購買方營業場地時，檢驗該產品。
 - (b) (針對軟體產品) 在 IM 授權購買方下載該軟體產品時，測試或檢驗該軟體產品。
- 6.2. 如果購買方宣稱該產品不符合購買方訂單的任何事宜或事項，購買方須在遞送或下載產品的 3 個工作天內，以書面通知 IM（視情況而定）。
- 6.3. 未能向 IM 提出此類通知以及在法律允許的範圍內，產品將被視為購買方已收受的產品。

7. 所有權與風險

- 7.1. IM 向購買方供應的產品，將在以下情況中，立即成為購買方的風險：
 - (a) 將產品遞送至購買方、購買方的代理人或指定人員，或產品已由購買方保管或管控；或
 - (b) 購買方的指定運送人或代理人收取產品。
- 7.2. 購買方必須：
 - (a) 針對購買方認為適用的所有風險（包含火災、竊盜、意外或其他風險所造成的損失與損害），向具有良好聲譽的保險公司投保與持續投保，並自行承擔投保費用；
 - (b) 註明 IM 可從保單中享有的利益；以及
 - (c) 應要求向 IM 提供購買方依據本條款投保的保險證明。
- 7.3. 除非 IM 依據本條款重新取回產品的所有權，否則購買方仍將在任何時間承擔產品的風險。
- 7.4. 在購買方向 IM 支付購買方在任何帳戶中的所有到期款項以及積欠款項之前，IM 供應給購買方之產品的所有權將不會轉移給購買方，並且仍舊為 IM 的絕對財產。儘管購買方已付款，但在任何時候，屬於交付標的的產品或軟體的所有權仍歸 IM 和/或適用

的第三人授權人所有。

- 7.5. 直到購買方已支付產品的費用並且已將產品的所有權轉移給購買方為止，購買方：
 - (a) 必須以能夠清楚表明產品為 IM 之財產的方式適當地區隔與存放產品，而且購買方授與 IM 進入購買方的場地以收回產品以及銷售和處置該產品的權利。
 - (b) 購買方可以銷售產品並應在購買方從事正常業務的過程中，以 IM 之受託代理人的身分保存產品記錄，而且購買方同意將任何此類銷售的所有收入（包含從任何保險索賠中取得的任何收入）存入單獨的銀行帳戶，並同意不會讓該收入與任何其他資金混淆，並透過信託為 IM 保管此資金，且應立即向 IM 說明該收入。
- 7.6. 如果購買方違反本條款，購買方授權 IM 在任何時候進入存放 IM 產品的任何場地，使 IM 能夠：
 - (a) 檢查產品；和/或
 - (b) 索回產品和/或中斷存取產品的權限。
- 7.7. 如果在 IM 收到全額款項之前，購買方銷售、處置或以其他方式處理產品或產品的任何部分，購買方必須在 IM 可能提出要求的時間，以書面通知 IM，具體說明已售出、處置、運用或以其他方式處理之產品的完整詳細資訊。
- 7.8. 購買方確認，針對軟體產品，任何拒絕付款或未付款行為，可能會導致取消該軟體產品的使用授權。
- 7.9. 購買方同意，縱使 IM 依據任何安排，而授予購買方信用額度，此條款中的條文仍然適用。

8. 產品退貨

- 8.1. 產品退貨事宜，應遵守 IM 不定期通知的受影響產品退貨流程（以下稱「退貨流程」）。
- 8.2. 購買方必須在其希望退回的任何產品有關的發票日期起算七 (7) 天內或在退回流程中規定的其他期間，以書面通知 IM 退回該等產品。
- 8.3. 購買方提出的每個產品退貨要求，將依據退貨流程予以處理。
- 8.4. 依據退貨流程，運送至購買方的任何替換產品，將由 IM 預付運費以一般貨運寄送至購買方。
- 8.5. 若因以下原因而對產品造成任何損壞或瑕疵，IM 將不對該損壞或瑕疵承擔任何責任：
 - (a) 因購買方不當存放、倉儲或運輸，或過失、濫用或不當使用而造成；
 - (b) 安裝產品、維護產品或未經授權維修產品；
 - (c) 未在供應商保證範圍內；
 - (d) IM 或 IM 以書面授權之第三人以外的任何人員新增、變更或以其他方式修改的產品；
 - (e) 在與產品有關的申訴中，購買方宣稱紙箱在運輸過程中受損，但在送達證明 (POD) 中並未標示紙箱在運輸過程中受損；
 - (f) 未在第 8.2 條條文中規定的期間以書面向 IM 通知退貨申請申訴。

9. 不可抗力

- 9.1. 若因天災、大流行病、罷工、停工、原料短缺、設備故障、電力、網路或電信中斷、政府限制（包含拒絕或取消出口或其他許可證）、供應商、交通或設備造成的延誤或超出 IM 合理控制範圍以外的任何其他原因，而阻止、限制或影響 IM 履行本條款中所規定之義務時，IM 將向購買方提供此類原因的相關通知，而且不得將 IM 視為違反本條款中之義務，或 IM 不對任何未遵循義務事宜承擔任何責任。如果從通知日期起算，此類事件的持續時間超過 60 天，任何一方皆可終止任何受影響的訂單，且不會受到處罰。本條所述內容，並不能免除購買方對已遞送產品的付款義務。

10. 購買方取消

10.1.除非由 IM 的授權主管人員以書面表示同意，否則購買方不得取消 IM 已接受的訂單。

10.2.如果 IM 的授權主管人員以書面同意購買方的取消權利，購買方必須在不遲於供應商或 IM 的預計裝運日期前 7 日，以書面通知 IM，以行使該取消權利。

10.3.除非購買方與 IM 另行議定，否則在運送前取消時，IM 將沒收購買方已支付的任何定金。

11. 購買方違約

11.1.在不妨礙 IM 在本條款下之其他權利的情況下，如果購買方違反本條款的任何條款，IM 可自行決定採取以下做法，且無須對購買方承擔後續責任：

- (a) 拒絕後續向購買方供應產品；和/或
- (b) 終止關係，而不另行通知。

12. 轉售

12.1.除非 IM 另以書面同意，否則購買方僅能在地區中銷售 IM 供應的產品。購買方不得蓄意向擬在地區外轉售產品或供應產品的任何人士銷售或供應產品。

12.2.各方確認並同意，購買方可以自行決定，設定向其顧客收取再供應產品的收費金額。

13. 保證

13.1.部分法規可能包含默示擔保或條件或對 IM 施加義務，並且不得排除、限制或修改（無論全部或僅在有限程度中）前述保證、條件或義務。請務必閱讀第 13 條（保證）和第 14 條（不合格產品）條文中的規定，以遵守該等法規。

13.2.在法律允許的範圍內，

- (a) 產品受到供應商保證所保障。
- (b) IM 對產品明示保證所負有的全部責任，僅為在可及的範圍內，將任何供應商保證的權益傳遞給購買方。
- (c) 供應商的保證代替（無論是否由法規或其他方式隱含）所有其他條款、擔保、條件與保證（包含對適銷性與適用性的默示保證），且 IM 明確排除所有其他條件、擔保、條件和保證。
- (d) IM 不保證可對任何產品提供維修設施或零件。

13.3.根據本條款，IM 不對軟體產品提供保證。而係依據管理此類軟體產品用途的相關授權協議對此類軟體產品提供保證。

13.4.在法律允許的最大範圍內，而且除非由 IM 另有明示同意，否則 IM 不保證可對任何產品提供維修設施或零件。

13.5.購買方保證，購買此產品是為了將此產品用作購買方業務中的庫存，並且購買方購買此產品的目的並非全部或主要用於個人或家庭使用或取用。

14. 不合格產品

14.1.在法律允許的範圍內，IM 在供應商規定的時間範圍內或是在未規定時間範圍的情況下，在遞送予終端使用者起算的六 (6) 個月內發生不合格狀況的不合格產品所負的全部責任將為：

- (a) (依 IM 的選擇) 安排更換或維修產品；或
- (b) 如果無法或不能執行 (a)，則安排降低產品價格（根據直線折舊法計算）或退款。

14.2.如果購買方、終端使用者或任何第三人（非 IM 之代理人）損壞或不當使用產品，造成不合格產品的狀況，或如果供應商的保證中不包含不合格條件、損壞、故障或不當使用，不適用第 14.1 條的規定。

15. 責任

15.1.購買方將對透過購買方帳戶，向 IM 下的所有訂單負責，無論該等訂單是否依據購買方的授權或指示而作。購買方有責任確保僅由授權人員根據其授權中的任何限制而存取及使用購買方的帳戶，

並使購買方的帳戶免遭授權或未授權人員不當使用。

15.2.就 IM 針對購買方要求以及依據購買方提供的指示而對產品採取的任何行動、購買方侵害 IM 或任何第三人的智慧財產、因購買方推銷與銷售產品的方式、購買方供應與產品一同使用或與產品有關的任何商品或服務，或任何違反或指稱違反與產品購買方存放、行銷或銷售有關的任何適用法律或法規而造成任何違反本條款的狀況或購買方或其員工、相關法人、關係企業或代理人的任何行為或疏忽，進而引起、導致或與上述狀況有關的任何與所有索賠、要求、法律程序、訴訟、責任、損失或任何類型的費用（包含合理的律師費用與支付費用）所造成的損害，購買方將為 IM、其相關法人、關係企業與子公司及其個別主管人員、董事、員工與代理人作出抗辯，賠償與使其免受損害。

15.3.若此協議中的賠償對 IM 以外的人員有利，IM 將以該賠償下之權利的受託人身分訂定合約。

15.4.在法律允許的範圍內，IM 在任何情況下，皆不因使用、收益、收入、利息、商譽或資料的任何損失，或由購買方承受或引致的任何直接、間接或衍生損害，而對購買方或任何其他人員負有任何責任，無論此類責任是否直接或間接因為以下原因而產生：

- (a) IM 或其員工或代理人的任何過失行為或疏忽或故意不當行為；
- (b) 未能在指定期間遞送產品；產品的供應狀況和/或遞送延誤；停止生產產品線或其中的任何部分；購買方取消任何訂單；
- (c) 供應、執行或使用任何產品或服務；
- (d) 供應或執行非為 IM 代理人的第三人所提供的任何服務；或
- (e) IM 違反其在本條款下應負義務。

15.5.為避免疑義，IM 對：

- (a) 任何受損商品、瑕疵商品和/或錯誤運送商品承擔的唯一責任為此處所描述的退貨權利；以及
- (b) 任何有瑕疵的服務和/或不符合雙方以書面議定之任何服務等級所承擔的唯一責任為再次執行此類服務。

15.6.購買方、其相關法人與其各自顧客與本條款和/或產品相關的唯一救濟方式為第 13 條中所預期，由商品的供應商向各方提供的救濟（若有）。

15.7.儘管此協議中存在任何相反規定，或此協議未能達成其基本目的，但在任何情況下，根據本協議，IM 對購買方的累積責任（根據法令或其他規定，在侵權行為（包含過失）、合約（包含在任何賠償下）、保證、侵權方面）不會超過購買方對供應造成爭議的受影響產品或其中任何瑕疵部分所實際支付購買價格，以金額較低者為準。IM 對購買方的責任（根據法令或其他規定，包含在侵權行為（包含過失）、合約（包含在任何救濟下）、保證、侵權）將會縮減，（如有）縮減幅度為在購買方亦有責任的情形下造成損失或損壞的程度。

15.8.IM 與其任何關係企業的義務（若有）為每個實體的義務，不得將此處的任何內容視為在 IM 和/或其任何關係企業之間產生的任何連帶責任。

16. 智慧財產

16.1.購買方確認：

- (a) 產品及任何相關文件、零件或軟體中所含有或有關的智慧財產皆屬於 IM 或其供應商的獨有財產；
- (b) 購買方僅可在 IM 或其供應商提供書面明示同意時使用 IM 或其供應商的所有智慧財產，而該同意的使用範圍僅限於同意中所規定的必要用途；和
- (c) 如果 IM 或供應商根據前述 (b) 款條文授予使用同意，購買方應遵守 IM 或供應商發佈的任何智慧財產使用要求或指引。

16.2.購買方不得註冊 IM 或其供應商在產品上使用的任何商標、商業名稱、網域名稱、交易風格或商品標記或設計。

16.3.購買方將賠償因購買方違反或侵犯任何第三人的智慧財產權、購買方未遵守供應商的智慧財產指引、IM 根據購買方的規格而執

行的任何工作或因為將產品與非由 IM 供應的其他設備、零件或軟體組合或搭配使用，進而導致侵犯任何人員的任何智慧財產，而使 IM 蒙受或產生的所有責任、損害和費用。

16.4. 對任何索賠、要求或訴訟理由所造成的損害，包含購買方、其相關法人、關係企業或其各自的顧客因任何實際或指稱的產品責任或產品違反或侵犯屬於第三人的任何專利、商標、版權或其他智慧財產，而引致或與其相關的任何損失或費用，IM 沒有責任為購買方、其相關法人、關係企業或其各自的顧客作出抗辯或賠償或使其免受損害。

17. 保密

17.1. 購買方確認 IM 已經向購買方揭露以及可能不定時向購買方揭露機密資訊。

17.2. 根據第 17.5 條條文規定，購買方必須：

- (a) 僅限將機密資訊用於與其訂單有關的目的；而且
- (b) 除了要執行此類目的而需揭露機密資訊之外，不得向任何第三人揭露（無論直接或間接）機密資訊。

17.3. 如果需要向第三人揭露機密資訊，購買方需要向該第三人取得有拘束力的協議，以至少為購買方根據此條款保護 IM 之機密資訊的相同程度，嚴格保密已揭露的機密資訊。

17.4. 在各方的關係到期或終止時，必須停止使用並且必須歸還或銷毀（依據 IM 可能的指示）其所擁有或管控的機密資訊。

17.5. 若購買方必須向政府機關揭露任何機密資訊或相關法律要求購買方揭露任何機密資訊，購買方應就任何此類必要揭露，向 IM 提供合理的事先通知，並應使用合理措施，限制揭露程度並取得保密處理或保護命令，並允許 IM 參與需要揭露的程序。

17.6. 此條款不涉及：

- (a) 在揭露時，購買方理當知悉或持有或控制，且不受義務或機密性所拘束的任何資訊；
- (b) 已眾所周知的任何資訊（非因違反第 17 條條文或任何其他保密義務所致）；或
- (c) IM 授權主管人員以書面核准揭露的任何資訊。

18. 法規遵循

18.1. 購買方承認部分產品可能受當時實行的出口法律所管控。購買方不得在違反任何此類出口管制法律或法規的情況下出口、再出口或經銷產品。

18.2. 購買方承認依據本條款之規定所供應的產品或交付標的可能受美國商務部或其他相關出口管制法律管控，而且可能需要在出口、再出口或在國內轉移產品之前取得授權。具體而言，購買方同意，不會違反任何美國出口控制法律或法規，直接或間接出口、再出口、在國內轉移或以其他方式經銷產品或交付標的，或導引經銷產品或交付標的。除非購買方已取得美國商務部或其他相關主管機關的事先核准，否則購買方保證將不會在知悉產品或交付標的將用於設計、開發、生產或使用化學、生物、核子或彈道武器，或在從事此類活動的設施中使用的情況下，出口、再出口或在國內轉移任何產品或交付產品。購買方進一步保證，將不會向禁運國家/地區直接或間接出口、再出口或在國內轉移任何產品或交付標的，或向美國核發之《拒絕交易命令》中所列出的公司銷售交付標的。購買方保證購買方本身非為「軍事終端使用者」，而且將不會直接或間接向「軍事終端使用者」銷售、轉移、供給或分銷產品和/或交付標的，或直接或間接允許將產品和/或交付標的用於軍事用途。「軍事終端使用者」係指國家武裝部隊（例如但不限於陸軍、海軍、海軍陸戰隊、空軍或海岸防衛隊）以及國家警衛隊和國家警察、政府情報組織或偵查組織。上述定義亦包含將產品和/或交付標的納入用於軍事用途之產品、設備或項目的任何人員、公司或任何其他實體。如果轉售商無法在任何時候遵守任何前述限制，轉售商必須立即以書面形式通知 IM。依據 IM 的高度商業道德標準以及成為負責任企業公民的決心，IM 將

遵守規管出口、進口和供應鏈安全的法律視為公司的最優先要務。IM 的法規遵循責任可能包含與 IM 往來業務之代理商、經銷商、供應商和其他當事方必須符合的適當篩選、合約與安全要求。除了符合 IM 的要求以外，與 IM 往來業務之代理商、經銷商、供應商和其他當事方，同樣必須遵守所有規範出口、進口與供應鏈安全之適用法律的條文與精神。

18.3. 購買方保證將遵守並將在執行所有業務的過程中持續遵守包含美國《1977 年海外反貪腐法》在內的反賄賂、貪腐與洗錢等適用法律。購買方及其所有人、合夥人、股東、主管、董事或員工或購買方的任何代表，未曾且將不會出於影響政府獲此類人員之行動或決策，以直接或間接協助購買方或 IM 取得或保留業務或鞏固不當優勢，而向任何政府官員、政黨或政黨官員或任何政務官候選人或任何此類官員或候選人之直系親屬提供任何直接或間接付款、提議支付或授權支付任何資金、禮品，承諾提供或授權提供任何有價物品。購買方將向 IM 因其違反前段內容中的任何規定而產生或與之相關的任何索賠作出賠償並使其免受損害。

18.4. 購買方確認，產品或交付標的可能受部分交易的特定授權要求或其他限制所拘束。在適用的情況下，購買方同意遵守任何此類條款與條件和/或限制，並賠償因購買方違約，而使 IM 蒙受的任何責任。

18.5. 對於購買方與 IM 的協議目的，在發生下列情況時，可能會產生利益衝突：

- (a) 購買方的任何員工、董事會或股東為 IM 員工，
- (b) 購買方的任何員工、董事會或股東為 IM 員工的直系親屬，
- (c) 購買方的任何員工、董事會或股東為 IM 員工與 IM 員工有關係，
- (d) 購買方或其關係企業目前是 IM 員工的雇主、合夥人或代理人，
- (e) 購買方或其關係企業目前是 IM 員工所擁有或控制之實體的雇主、合夥人或代理人，
- (f) 購買方或其管理階層、董事或股東在購買方正常業務過程之外，因 IM 員工的個人能力，而與或曾與 IM 員工訂定協議、安排或達成理解，或
- (g) 購買方或其管理階層、董事或股東在購買方正常業務過程之外，與 IM 員工擁有或控制的實體訂定協議、安排或達成理解。

購買方就此聲明，購買方不知道任何實際或可能的利益衝突，並承諾在知悉任何實際或可能的利益衝突時，立即以書面向 IM 揭露任何實際或可能的利益衝突。

提及內容：

- 「IM 相關人」係指 IM 的員工。
- 「直系親屬」表示配偶、子女、女婿/媳婦、兄弟姊妹以及姐/妹夫、大伯/小叔、大嫂/弟媳、姑嫂妯娌和父母與岳父母/公婆。

19. 供應商附加條款與限制

19.1 依據本條款之規定而遞送給購買方的所有產品與交付標的，可能含有產品供應商要求的附加條款或使用限制。購買方全權負責確保購買方自身遵守任何與所有此類限制與要求。如果任何供應商禁止 IM 向購買方銷售特定產品或交付標的，則 IM 保留不向購買方銷售此類產品或交付標的的權利。

19.2 除本條款與條件之外，若產品和/或服務的供應商提出要求，IM 可向購買方施加由供應商對任何產品/服務實施的附加條款，進而拘束購買方和/或其顧客。在適用的情況下，購買方有責任向其顧客傳達本條款，確保遵守供應商的條款。如果購買方未能執行，購買方應針對購買方違約而對 IM 造成的任何損失、損害、索賠或責任，向 IM 提供相應賠償。為避免疑義，IM 可在網路上

說明或以書面或透過 IM 的工作說明書或報價單，向購買方傳達 IM 的供應商對購買方實施的任何條款，而購買方採取以下做法時，即表示購買方已明確接受前述條款：(i) 購買方簽署條款與條件；或 (ii) 購買方向 IM 提出採購訂單，或 (iii) 購買方或其顧客接受 IM 及其供應商的任何產品或服務（以較早發生者為準）。

19.3 如果在上述的附加條款以及 IM 的標準條款之間出現任何衝突，此處的 IM 標準條款將適用於該衝突的範圍。

20. 隱私與個人資料。

20.1. IM 可能會直接從購買方和/或購買方的顧客、從 IM 網站的其他使用者、從轉售商和經銷商、從廠商、從服務供應商、從第三人資訊供應商、從 IM 的關係企業等各種來源並透過 IM 的網站運作收集、處理、使用與揭露購買方（包含其主管人員與員工）和/或購買方之顧客的相關資訊。IM 可依據法律規定，將購買方的資訊傳輸至地區之外。

20.2. 購買方同意 IM 可基於多種目的，而收集、使用與揭露部分個人資料或個人資訊，目的包含：

- (a) 評估信用品質；
- (b) 向購買方和/或其顧客供應產品和服務以及管理購買方的帳戶（包含供應商）；
- (c) 向購買方和/或供應商傳達 IM 或其合作夥伴或關係企業可能向購買方和/或其顧客提供之產品和服務的相關資訊（包含針對行銷與銷售目的）；
- (d) 實行本條款和其他相關政策；與
- (e) 遵守相關法律。

20.3. 在購買方提出書面要求的情況下，IM 將：

- (a) 向購買方提供存取 IM 所持有，與購買方或其顧客有關之任何個人資料或個人資訊的權限；以及
- (b) 修正或修改 IM 所持有，與購買方或顧客有關之任何不準確或過時的個人資料或資訊。

20.4. IM 將依據相關法律之規定，收集、使用、儲存、處理、揭露和/或刪除購買方的個人資料或個人資訊。IM 的隱私權聲明可能會不定時更新，您可以在 <https://corp.grammicom.com/privacy-statement.aspx> 或 IM 不定期更新的其他位置取得 IM 的隱私權聲明。購買方確認已閱讀並瞭解上述的 IM 隐私權聲明，並同意在任何時候皆不會採取違反該隱私權聲明的任何行為。

20.5. 購買方保證並聲明購買方遵守所有適用的個人資料法律，並且已取得其顧客、所有合法傳輸權利與購買方之員工（已向/將向 IM 揭露其資訊）的必要同意，以讓 IM 收集、處理、使用購買方的顧客或員工的個人資料，並向地區內或外的第三人傳輸和揭露購買方的顧客或員工的個人資料。

21. 總則

21.1. 各方同意，每一次購買方以當時最新版本的 IM 銷售條款，向 IM 購買商品與服務時，即構成獨立合約。購買方應在訂購產品之前查看網站 <https://tw.grammicom-asia.com/>，取得 IM 的最新條款副本。購買方不定時向 IM 下產品和/或服務訂單，或接受產品或服務，即表示購買方接受並同意訂購時顯示於網站 <https://tw.grammicom-asia.com/> 上的銷售條款最新版本（與在本銷售條款中明確提及的其他文件），將適用於該訂單，並接受及同意在法律允許的整體範圍中，排除所有其他條款與條件（無論是否包含在採購訂單之中）。

21.2. 任一方可能希望向另一方提供的所有通知、要求、需求與其他通訊，必須以書面形式並且透過以下方式提供：(i) 親自遞送至另一方的主管人員、(ii) 以掛號或特種掛號（需要回執收據）或透過國家認可的快捷郵遞服務，使用此處所列的該方地址、該方的官方企業地址或當事方可能在下文指定的其他地址，寄送給該方，或 (iii) 傳真，並在其後，根據上述第 (ii) 項中的方式，進行書面

確認。寄送給 IM 的通知，應寄送至以下地址：110421臺灣臺北市信義區松仁路100號臺北南山廣場34樓。

21.3. 除非以書面形式對本條款進行變更，並由雙方正式授權主管人員簽署，否則購買方對本條款所做的任何變更均屬無效。

21.4. 如果本條款與條件中的任何條文經裁定為無效、非法或無法強制執行的條文，應在無效性或無法強制執行性的範圍內拒絕該條文的字面意思或分割該條文，並不得因此而以任何方式影響或損害其餘條文的有效性、合法性與強制執行性。

21.5. 本條款與條件應能拘束本文所述之當事人與其各自代表人、繼受人與許可受讓人，並有益於前述人員的利益。

21.6. IM 以書面向購買方發出合理的事前通知後，可隨時稽核購買方的場地、人員、帳簿與記錄。購買方同意根據此協議，保留與購買產品和/或服務有關的完整、正確與詳細的記錄，包含向購買方購買產品和/或服務的所有當事方清單。依 IM 的要求，購買方同意並應允許 IM 和/或其授權代表檢查與稽核與本協議有關的所有記錄，以決定是否符合美國《海外反貪腐法》、英國《反賄賂法》或與反貪腐、反賄賂或出口管控有關的任何其他適用法律與法規，以及與相關的管控。購買方應全面配合此類稽核。如果購買方未能依本協議所要求維護此等資訊，則 IM 可以自行決定是否採取救濟行動，包含但不限於收取稽核費用及終止此協議。若在稽核中發現任何歧異之處，購買方應承擔此稽核的所有費用，並應全額補償因 IM 進行此稽核，而使 IM 蒙受的任何損失或損害。

21.7. 購買方同意，IM 未能或延遲行使本條款與條件下的權利與權力，不構成放棄該等權利與權力，任何單一或部分行使權利或權力，亦不妨礙在未來行使該權利或權力。

21.8. 本文中使用的標題僅供參考用，並且不應影響此處任何條款的解釋。

21.9. 購買方不得轉讓或試圖轉讓購買方在本條款下所負有的任何權利和義務。IM 書面通知購買方後，可將其從購買方收到的任何採購訂單轉讓給第三人，並應認為已取得購買方的同意。

21.10. 本條款與條件（與納入該條款與條件的任何協議）應根據中華民國(台灣)法律予以詮釋、解釋及執行，排除其中可能參照其他司法管轄區法律的衝突或法律規定選擇或原則。購買方同意就因本條款與條件而生之爭議行使權利或尋求救濟時，以中華民國(台灣)臺北地方法院為專屬管轄法院。《聯合國國際商品買賣公約》不適用於本條款與條件。

21.11. 除此處第 19 條的規定之外，本條款與條款中提及的任何文件構成適用於 IM 將產品銷售給購買方的整體協議，並取代所有過往的理解、安排與協議。除非以書面明示同意以及除了第 19 條的規定外，在購買方提出的任何採購訂單、發票或其他此等文件中的任何差異或附加條款與條件，茲此明示拒絕，並且不具有任何效力。

21.12. 本條款與條件（與納入該條款與條件的任何文件）以中英文書寫而成。兩種版本之間如有任何歧義或衝突，以中文版為準。

附加訂閱與多年期條款和條件（下稱「條款」）

除了您（下稱「轉售商」）簽署的 **Ingram Micro** 銷售條款與條件或與您從事交易的 **Ingram Micro** 實體（下稱「**Ingram**」）與您簽署的其他書面協議以外，下方的條款與條件適用於您向 **Ingram** 購買的廠商服務（如下文所定義）。由第三人廠商（下稱每個廠商為「**廠商**」）提供並由您或您的顧客使用、取用或存取的任何服務、雲端或其他產品皆為「**廠商服務**」。

在本條款中使用的「**Ingram Micro**」、「我們」或「我們的」係指您進行交易的 **Ingram Micro** 實體和/或其適用的關係企業。在本條款中指稱的任何「您」或「您的」，係指您（轉售商）所代表的公司。本條款將取代由您開立，與廠商服務有關之任何採購訂單、訂單表格或其他文件中所規定的任何附加或衝突條款。如果本條款與 **Ingram Cloud Marketplace** 或 **Ingram** 入口網站上發佈或由 **Ingram** 以其他方式提供給您的特定廠商服務相關條款與條件（下稱「**廠商服務條款**」）之間存在衝突或歧異，以廠商服務條款為準。若您或您的顧客繼續使用廠商服務或取用或使用廠商服務（以先發生者為準），即表示您已明確接受本條款，即使您未傳回或尚未傳回本條款的簽署副本，亦是如此。

1. 廠商服務條款與適用條款

我們可在初始期間透過訂閱服務提供廠商服務，並且可以自動續約。我們可依使用量提供廠商服務，並收取 **Ingram** 規定的每月固定費用或任何最低費用。因此，我們建議您仔細查看您所訂購之廠商服務的條款，以瞭解使用量與使用條款、訂閱期間、續約選項、終止權利以及對您來說具重大性的其他條款。此外，廠商服務通常無需任何實體遞送，因此除非 **Ingram** 另有明示同意，否則在您與我們所訂定遞送或退貨有關之現有條款中的任何條款均不適用於本廠商服務。當您轉售您向我們購買的廠商服務時，可能要遵守廠商要求的附加條款與條件，而且您應負責確認廠商的網站或入口網站，以決定是否有適用於您希望轉售之廠商服務的任何廠商條款。所有廠商服務將要求終端使用者接受廠商的終端使用者授權協議、使用條款或服務條款，因此您必須在您的顧客開始使用廠商服務之前，確保顧客接受相關的終端使用者授權協議。同樣地，如果您親自使用廠商服務，您必須接受並遵守該等廠商條款與條件。儘管本條款中有相反內容，然而您的授權或使用任何廠商服務的權利皆由廠商提供，並受制於廠商提供的任何條款與條件，包含但不限於保證（若有）、智慧財產的所有權與許可的使用。

2. 付款

您同意支付本條款中所概述的廠商服務費用。根據您購買的廠商服務而定，我們保留對您的訂閱收取每月 50 美元或以上的最低使用量費用之權利。我們接受您透過我們提供的方式與您選取的方式支付的款項。您確認，除非雙方以書面合意約定，否則您所購買的廠商服務費用，可能會在您的訂閱期間，因匯率波動而依據我們的決定進行調整。因此，雖然您可以提前購買固定期限的廠商服務，但除非雙方以書面合意約定，否則在您的訂閱期間，您支付的廠商服務費用可能會不定時變更。我們將透過電子郵件、電子通知或一般郵件，通知您任何此類變更的資訊。

您應負責向您的顧客開立廠商服務的帳單，並收取任何廠商服務的款項。您同意您的付款義務並非「先收款、後付款」（*pay when paid*）安排。因此，您的顧客未支付廠商服務的費用，將無法解除您及時向我們支付由您或透過您預訂之廠商服務的費用。如果您的顧客未付款給您，您仍然必須支付您所承諾、訂購、使用或取用（無論由您或您的

顧客）的廠商服務費用。

除非我們另行同意，否則您必預先支付您或您的顧客使用廠商服務的費用。您授權我們自動收取與您或您的顧客使用或取用廠商服務有關的任何應付金額，例如以您的承諾、取用或使用為基礎計費時，或是在廠商服務自動續約的情況下，或可能在其他情況下計費時。

如果我們為您免除預先付款要求，並向您授予信用額度，您必須在發票上表明的時間內付款，而且您必須透過電匯或我們接受的其他電子付款方式支付款項。電匯應包含可能適用的任何額外處理費用，尤其是國際電匯。您應負責確保已在向我們給付的電匯中新增這些額外費用（若有）。

我們將自動收取逾期付款利息，而無須另行提出任何事前正式通知，並從款項到期日起至付款生效日期為止，參考上述金額計算逾期付款利息。此外，如果發生逾期付款情事，您亦應承擔我們因向您收取逾期金額而產生的任何費用，包含任何法律或強制執行費用。我們可能會自行決定隨時授、修改、暫停或終止信用額度。此外，您可能需要向我們提供保證金或定金。如果您未能及時付款，您同意我們可以在不另行通知您的情況下以及除此條款或法律賦予我們的所有其他權利與救濟之外，索取您提供給我們的任何保證金或定金，以抵銷您的任何到期款項，和/或終止或暫停受影響的廠商服務，而且我們無需承擔任何責任。

您確認 **Ingram** 在向您開立您和/或您的顧客取用或使用之廠商服務的發票時，不需要 **Ingram** 的報價單與轉售商的採購訂單。您同意，對於須支付的發票，**Ingram** 發票的款項支付不取決於報價單是否簽發或您是否下達相應的採購訂單。

您必須向 **Ingram** 支付如 **Ingram** 發票上所顯示的所有到期金額，並且不得抵銷或預扣。所有已支付的金額皆無法退款。如果您訂購了一筆多年期訂單，您同意支付所有應付金額，包含您承諾的廠商服務費用。

在 **Ingram** 開立發票後，您有三 (3) 個工作天的時間提出對該發票的任何相關問題或疑慮。當事人將秉持善意立即解決爭議。如果發票金額出現爭議，您必須在 **Ingram** 授予的付款期限內支付同一張發票上的所有無爭議金額。

如果您 (a) 未能支付所有或任何應付金額，或 (b) 如果您面臨清算或無法支付您的到期債務，或您暫停或威脅暫停支付所有或任何類別的債務，或與債權人達成任何和解協議或安排，**Ingram** 可自行選擇立即宣告應付款項到期，並向您收取（作為約定違約金而非罰款）這些債務剩餘期間的所有剩餘應付金額、所有逾期金額、收取款項的所有成本與費用。

3. 稅金

除非在發票中另有說明或我們以書面同意，否則所有付款皆不包含國家、聯邦、州、省、當地或國外稅金、海關關稅、進口關稅、課稅與類似的預估稅款。您同意承擔並負責支付由任何政府機構或依據任何政府機構的權限，對交易徵收之所有稅金、海關關稅、進口關稅、課稅、手續費與任何類型的費用，包含銷售稅、使用稅、貨物稅、增值稅以及所有其他類似費用（以下統稱為「**稅金**」），但不包含僅對我們的淨收入徵收的稅金。如果您為免稅實體或主張免除任何稅金或扣繳本文件中法律要求的任何稅金，您將提供豁免證書或扣繳稅金證書，並且在我們收到豁免證書或扣繳稅金證書的有效證明後，我們將不會像您收取您可豁免或扣繳的任何稅金。您同意向我們給付我們因任何原因而須代表您支付的任何稅金。

4. 報告

根據您使用的廠商服務類型，您可能需要向 **Ingram** 報告您或您的顧客的所有廠商服務使用情況（視情況而定），並依據廠商服務，向 **Ingram** 支付所有相關費用。**Ingram** 可能會要求您每月或以 **Ingram** 指定的期限提交此類報告。如果出於開立發票之目的而要求您提交報告，而您未能及時且準確地提供該報告，**Ingram** 保留權利，根據您和/或您的顧客在前一個計費期間的廠商服務使用或取用量，向您開立預估發票，並且將在轉售商向 **Ingram** 提供準確的廠商服務報告後調整應付金額。為釐清起見，如果在預估發票中所列出之金額低於實際的廠商服務取用或使用量，儘管在預估發票中已表明金額，但您仍應向 **Ingram** 支付已使用或取用之廠商服務的全部金額，包含逾期付款利息。除了前述內容以外，若您未能及時且準確地提供報告，且您未能在我們要求您補正此類違反情事後七 (7) 日內補正此違反情事，為嚴重違反此協議中的規定，而 **Ingram** 可以依據此協議中的條款，行使自身權利終止或暫停廠商服務，並尋求本條款或法律中的所有其他權利與救濟。

5. 未經授權使用廠商服務

轉售商與終端使用者將全權負責維護他們透過相關帳戶所購買或取用任何廠商服務之存取憑證的安全性與機密性。您必須確保您與您的顧客在存取或使用廠商服務時實行最佳實務，以維持此類安全性與機密性。針對使用您的憑證或終端使用者的憑證，以購買、使用或取用廠商服務（包含在此類帳戶的任何未授權活動）而產生的所有費用、損害或手續費，您仍將對我們負有主要責任。當我們合理認為在您的個別帳戶上出現詐欺或未授權的活動，我們可以立即暫停或終止您或顧客的廠商服務存取權限或立即暫停或終止您或顧客使用廠商服務或您的個別帳戶。您或您的顧客皆不得以超過授權使用的方式或以未授權的方式使用或以其他方式存取廠商服務。如果您或您的顧客超出授權使用所規定的範圍或不當使用廠商服務，您將立即通知我們並且立即：
(i) 停用或修正非允許的使用方式；或 (ii) 購買額外的廠商服務，以符合實際使用方式。您同意我們或廠商可以隨時自行決定審查您對廠商服務的使用方式，而且您將提供任何合理的協助，以驗證您或您的顧客是否遵循本條款以及任何其他適用條款。除了行使我們或廠商依據任何適用條款或法律取得的任何其他權利或救濟之外，我們可以在收到此類審查中找出未遵循相關規定的書面通知時立即暫停或終止使用廠商服務。

6. 終止取得與使用廠商服務

如果我們確定您可能違反本條款或任何其他適用條款，包含若在任何時間您的費用積欠超過六十 (60) 天，我們可能自行決定，認為您已放棄您的顧客，而且我們會保留根據事由而終止您的帳戶之權利，並直接取得顧客的所有權，而不考量您的任何財務狀況或向您提供補償。

因任何原因而終止廠商服務時，您除了應支付已取用或使用的其他廠商服務費用外（包含您與我們訂定的任何其他承諾或協議所產生的費用與成本），您也將承擔您已訂購或承諾的所有訂閱費用，直到訂閱期限為止。此外，您同意您尚未向我們支付的所有廠商服務費用金額將會加速到期，並立即成為到期與應付金額。為釐清起見，您已同意或承諾的部分多年期廠商服務，不得在訂閱期間結束之前予以取消或終止，而且如果允許您取消或終止該服務，您可能需要全額支付剩餘期間的費用和/或其他罰款。在此情況下，您同意向 **Ingram** 支付可能從終止或取消而產生的所有此類費用。同樣地，您僅可終止以廠商和 **Ingram** 核准的方式自動續約的任何廠商服務，而您可能須對此類終止行為支付終止手續費或費用。您仍有責任向我們支付廠商服務的費用與其他產生的費用，包含與終止有關的任何此類費用。

此外，我們可以暫時或永久讓您無法使用廠商服務及取消廠商服務，而不提供退款，並且在必要時對您採取法律行動。另外您可能會被處以民事或刑事處罰與禁制令。我們不對暫停或終止廠商服務而可能產

生的任何索賠承擔任何責任。

7. 資料與隱私

您茲此授予我們及適用廠商非專屬、不得轉讓、免權利金的全球權利，以使用與您、您的使用者和/或顧客有關的電子資料（以下統稱「資料」），包含由 **Ingram** 處理或用於使用廠商服務的任何個人資料（如適用法律所定義），以向您、您的使用者和/或顧客提供廠商服務與相關服務，並用於 **Ingram** 的隱私權聲明中具體規定的其他目的，您可以提出要求或在此處 <https://www.ingrammicro.com/en-us/legal/privacy-statement> 取得一份 **Ingram** 隐私權聲明副本。如果您是轉售商，您同意您已取得顧客的適當同意，得以向我們、我們的關係企業與廠商提供顧客的資訊，以用於廠商服務，或您遵守向我們、我們的關係企業與廠商提供顧客資訊的其他法律依據。您或您的顧客使用廠商服務，即表示您同意我們可以依據我們的隱私權聲明使用資料，您可在此處取得隱私權聲明。

在此情況下，您就此同意此類資料傳輸與資料訪問，並同意廠商、**Ingram** 和/或我們的關係企業與授權合作夥伴或轉包商出於提供廠商服務與相關服務目的而使用該資料。您茲此保證與聲明您已取得所有必要權限與同意，得以根據第 6 條中的規定，向我們傳輸資料（包含在您所在之地區以外的區域）。您可以寄送電子郵件至 privacy@ingrammicro.com，要求提供更多資訊。

當您或您的顧客使用廠商服務時，可能亦須遵守個別廠商的隱私權政策。

8. 實行

您同意您負責根據本條款或廠商條款中規定僅在允許的範圍內並且僅根據允許的使用者、應用程式、伺服器、裝置、容量與地點之數量、類型與識別碼使用（或您的顧客使用）廠商服務。

9. 保證

您聲明並保證：您 (i) 是營運業務的當事方；(ii) 位於司法管轄區；(iii) 未將廠商服務用於任何非法活動；而且 (iv) 從事我們無須依據適用的法律和法規（包含但不限於本條款可能牽涉其中法律之任何司法管轄區的出口管制和/或制裁法規）取得任何出口許可證、許可或其他核准的活動。此外，您確認並同意我們有權定期監控此類狀態，而且如果我們決定您在任何時間點違反了這些聲明與保證，我們有權及時暫停或終止為您（與您向我們註冊的任何帳戶）提供的任何廠商服務，而不須事前書面通知而且我們無需承擔任何責任。

10. 智慧財產

廠商服務受版權、專利、商標和其他美國與外國法律及法規保護。本條款並未向您授予廠商服務、廠商服務的其他內容、商標、標誌或品牌特點中的任何權利、所有權或利益，並且並未向您轉移我們或廠商擁有的任何智慧財產中的授權或所有權。我們歡迎您提供意見回饋，但請注意，此類意見回饋為我們和/或廠商所有，並且我們和/或廠商可能會使用任何意見、構想或建議，而不對您負有任何義務。

若未取得我們的事前書面許可，您不得以任何方式向任何當事方進一步散布、複製或以其他方式揭露與廠商服務有關的任何資訊。此外，您不得修正、修改或以其他方式變更廠商服務的任何部分。

11. 責任

INGRAM MICRO、其關係企業或其供應商不對以下情事承擔任何責任：

- I. 任何間接、特殊、懲罰性、懲戒性或衍生損害；
- II. 任何使用、資料、業務獲利潤的損失（無論以何種法律理論認定）；以及
- III. 超過受影響廠商服務訂閱的任何金額。

無論 INGRAM MICRO 或其關係企業是否收到可能發生此類損害的警告，這些排除事項與限制都將適用。為避免疑義，您同意您對我們可能因為您違反本條款而直接或間接蒙受任何損害或損失承擔全部責任。

您同意針對違反您或您的顧客的義務或本條款，或您或您的顧客存取或使用廠商服務而產生的任何與所有索賠、罰金或罰款，為我們、我們的關係企業與我們的廠商作出賠償、抗辯，並使其免受損害。

當事人已促使其正式授權的代表簽署本條款。

確認與接受

簽署此表單，即表示我/我們確認我們提供的資訊為真實、準確與完整之資訊，而且我/我們已閱讀並同意此表單中列出的內容，包含但不限於銷售條款與條件以及本表單中列出的任何附錄。此外，我確認我是公司的正式*授權代表，並擁有適當權限，可代表公司進行此確認，並使公司受本條款所拘束。

*授權簽署人員係指公司的董事、公司的所有權人或公司正式授權代表公司執行申請表單與所有文件和協議的資深員工。此類資深員工的範例包含執行長、董事長、副董事長、財務長、總經理或部門主管

簽名 / 公司印章：_____

姓名：_____

職稱：_____

日期：_____

INGRAM MICRO (TAIWAN) LIMITED COMPANY SALES TERMS AND CONDITIONS

All sales made by IM to the Purchaser are subject to these terms and conditions. Purchaser's unequivocal acceptance of these terms and conditions shall be deemed by (i) Purchaser signing or agreeing to these terms and conditions; or (ii) Purchaser providing a purchase order to IM; or (iii) Purchaser's acceptance of any Product or Service from IM; whichever occurs first.

1. DEFINITIONS

- 1.1. **"Confidential Information"** means confidential information and documentation of IM or its Supplier relating to the Products, their marketing, use, maintenance and software, including technical specifications
- 1.2. **"IM"** means Ingram Micro (Taiwan) Limited Company.
- 1.3. **"Intellectual Property"** means all copyright, patents, utility innovations, trademarks and service marks, geographical indications, domain names, layout design rights, registered designs, design rights, database rights, trade or business names, rights protecting trade secrets and confidential information, rights protecting goodwill and reputation, and all other similar or corresponding proprietary rights and all applications for the same, whether presently existing or created in the future, anywhere in the world, whether registered or not, and all benefits, privileges, rights to sue, recover damages and obtain relief or other remedies for any past, current or future infringement, misappropriation or violation of any of the foregoing rights.
- 1.4. **"Non-Conforming Product"** shall mean a Product that does not conform to the Supplier's Warranties.
- 1.5. **"Purchaser"** means the person, business or company that is the purchaser of the Products.
- 1.6. **"Products"** means any products (including software) or services, where applicable, supplied to Purchaser by IM and described in IM's invoice. Reference to **"Products"** herein shall, where applicable also include Services if so purchased by the Purchaser.
- 1.7. **"Services"** means any services supplied to Purchaser by IM or its Supplier and described in IM's quotation and invoice, including but not limited to technical services, installation services, educational services (such as educational or training courses, and examination or certification services), or such other services provided by IM or a Supplier and includes supply of materials, software, tools and information related to such services (**"Deliverables"**).
- 1.8. **"Supplier"** means the manufacturer or publisher of the Products or Services, or the service provider, manufacturer or publisher providing the Products or Services, which for the avoidance of doubt shall not mean IM unless IM is the party providing the service.
- 1.9. **"Supplier's Warranties"** means the warranties, if any, provided by the applicable Product's Supplier relating to a particular Product.
- 1.10. **"Territory"** means Republic of China (Taiwan).

2. ORDERS

- 2.1. All orders for Products placed by Purchaser:
 - (a) must be made in accordance with IM's order process as notified to Purchaser from time to time; and
 - (b) are subject to acceptance by IM, and no order will be deemed to have been accepted by IM unless Products are supplied or a back-order or delivery delay is confirmed in writing by an authorised representative of IM to Purchaser.
- 2.2. IM may reject any order placed by Purchaser if there is an insufficient supply of Products which prevents IM from being able to fulfill such order.
- 2.3. ALL PRODUCTS SOLD TO PURCHASER ARE STRICTLY FOR RESALE TO END USERS (WHO PURCHASE FOR INTERNAL USE) IN THE TERRITORY OR SUCH COUNTRY(S) AS AUTHORIZED IN WRITING BY IM OR THE SUPPLIER.
- 2.4. For IM's provision of educational services, Purchaser is required to submit a course registration form as prescribed by IM for each examination or certification or course which Purchaser intends to purchase, enroll or take part.

3. PRICE AND PAYMENT

- 3.1. The price of the Products will be IM's quoted price and are subject to change without prior notice.
- 3.2. Payment is required prior to delivery of the Products to Purchaser unless agreed otherwise in writing by an authorised officer of IM.
- 3.3. If Purchaser fails to make payment in accordance with this clause:
 - (a) all amounts owing by Purchaser to IM on any account will immediately become due and payable together with legal costs of relevant legal proceedings and reasonable attorney's fees.
 - (b) IM may, in its sole discretion suspend the provision of credit to Purchaser until all amounts owing are paid for in full; and
 - (c) IM may, in its sole discretion, vary or cancel any credit facility or credit privileges it makes available to Purchaser from time to time.

For the avoidance of doubt, IM retains the right from time to time, without notice, to change or revoke Purchaser's credit limit on the basis of, including but not limited to, changes in IM's credit policies or Purchaser's financial condition and/or payment record.

- 3.4. Purchaser will be liable to pay interest on any overdue amount at the rate of 1.5% per month or the maximum amount allowed by law will be charged on all past due balances commencing on the date payment is due, whichever is higher. Interest will accrue daily from the date payment became overdue until IM has received payment of the overdue amount, together with any interest accrued. Purchaser's obligation to make timely payment is a material element of these Terms and if breached will cause damage to IM.
- 3.5. Purchaser must pay to IM any amount Purchaser owed to IM in full, despite any right of set-off that Purchaser may have. For the avoidance of doubt, Purchaser shall not deduct from that amount any tax in relation to purchase of the Products. Purchaser shall reimburse IM for any taxes IM pays on its behalf.
- 3.6. Unless stated otherwise in these Terms (or in writing by IM's authorised representative), all prices quoted for Products are exclusive of all taxes, handling, delivery, agents' charges and any other charge, duty or impost.
- 3.7. Purchaser must pay IM, on demand, any tax (other than income tax) payable under these Terms, any matter or thing done under these Terms or any payment, receipt or other transaction contemplated by these Terms, including any goods and services tax, customs duty, excise duty, stamp duty, other duty, governmental charge, fee, levy or impost, together with any fine, penalty or interest payable because of a default by Purchaser.
- 3.8. Purchaser shall furnish to IM all financial information reasonably requested by IM from time to time for the purpose of establishing or continuing Purchaser's credit limit. Purchaser agrees that IM may disclose any such information to its advisors or insurers for the purposes of, including but not limited to, evaluation of credit to be extended to Purchaser.
- 3.9. To the extent the Purchaser is a credit customer, the Purchaser agrees to immediately notify IM of any changes to any of the details contained in its credit application or as otherwise provided by Purchaser to IM, and any other material changes to Purchaser's ownership, shareholding, structure and/or business, trading or financial activities.
- 3.10. In the event that Purchaser successfully applies for Taxation Registration, Purchaser must promptly provide written notice of its Taxation Registration Number and Effective Date of Taxation Registration to IM.
- 3.11. Any obligation of IM under these terms and conditions to deliver Deliverables on credit terms shall terminate without notice and without liability to IM if Purchaser files a voluntary petition under a bankruptcy statute or any other statute relating to insolvency or protection of the rights of creditors, or makes an assignment for the benefit of creditors, or if an involuntary petition under a bankruptcy statute or any other statute relating to insolvency or the protection of rights of creditors is filed against Purchaser, or if a receiver, manager, liquidator or trustee is appointed to take possession of the assets of Purchaser.
- 3.12. If Purchaser is offered special pricing for certain orders and such pricing is made available to IM from its Suppliers ("Special Bids"), the Purchaser shall adhere to the specific terms applicable to Special Bids ("Special Terms") and other terms and conditions of such Special Bids. Purchaser agrees to indemnify IM for any breach of these terms or any claims made against IM by the Suppliers for Purchaser's non-compliance with the Supplier's terms and conditions. Purchaser agrees to pay any service fees charged for IM's pass-through of Special Bids and other Supplier driven benefits the Purchaser may receive, including any marketing funding, price protection and individual rebates, and agrees that pass-through and payment of such

benefits will be subject to IM having received the benefits from its Supplier. The Special Terms may oblige the Purchaser to comply with certain requirements including but not limited to (i) the sale of the Products only to specifically named end-users; (ii) sale of the Products within the approved Territory only; (iii) the disclosure of end-user information to IM and its Suppliers for the purpose of end-user verification; and (iv) the submission of copies of end-user invoices, end-user purchase orders or end-user shipping documents to IM and its Suppliers. Subject to the Special Terms applicable for the individual Suppliers and Products, non-compliance with the Special Terms may entitle IM and/or its Suppliers to reclaim and invoice the Purchaser in full for all discounts, rebates and other special price conditions granted to the Purchaser under the special price.

4. DELIVERY

- 4.1. Delivery to a local address will be via IM's ground transportation and subject to freight and handling charges. Delivery to an international address will be subject to additional terms and charges.
- 4.2. Delivery times advised to Purchaser are estimates only and IM will not be liable for any loss, damage or delay suffered or incurred by Purchaser or its Purchasers arising from late or non-delivery of the Products.
- 4.3. IM may make part deliveries of any order, and each part delivery will constitute a separate supply of the Products upon these Terms.
- 4.4. Should Purchaser decide to collect the Products but fail to do so on the agreed date, Purchaser shall hold IM harmless and shall indemnify IM fully for any costs or damages IM may incur in relation to the uncollected Products, including any storage or disposal fees, where applicable.

5. SOFTWARE

- 5.1. To the extent that a Product supplied under these Terms is a software then, in addition to these Terms, that software Product will be supplied subject to the terms and conditions of the relevant license agreement applicable to it. Where applicable, Purchaser agrees to be bound by any such terms and conditions and/or restrictions and shall indemnify IM for any liability suffered by it arising from Purchaser's breach of such terms, conditions and/or restrictions.
- 5.2. Software license agreements may be packaged with the software, or may be separately provided to Purchaser or may require on-screen acceptance by Purchaser. Use of the software Product shall be in accordance with the terms and conditions of the relevant license agreement.
- 5.3. Where the term "supply" is used in these Terms to refer to a software Product, such term means the sale and purchase of a licensed copy of that software Product or a right to access a hosted copy of that software Product (regardless of whether such software is supplied in hard copy or electronically, or where access is otherwise provided to a copy of the software).

6. INSPECTION AND ACCEPTANCE

- 6.1. In the case of all Products ordered, Purchaser must:
 - (a) (For non-software Products) inspect such Products upon delivery to Purchaser's premises.
 - (b) (For software Product) test or inspect such software Products upon those software Products being authorised by IM for downloading by Purchaser.
- 6.2. If Purchaser alleges any matter or thing by which the Products do not accord with Purchaser's order, Purchaser must give written notice to IM within 3 working days of delivery or downloading (as the case may be).
- 6.3. Failing such notice and to the extent permitted by law, the Products will be deemed to have been accepted by Purchaser.

7. TITLE AND RISK

- 7.1. Products supplied by IM to Purchaser will be at Purchaser's risk immediately upon:
 - (a) delivery of the Products to the Purchaser, Purchaser's agent or nominee, or into the Purchaser's custody or control; or
 - (b) collection of the Products by the Purchaser's nominated carrier or agent.
- 7.2. Purchaser must:
 - (a) effect and maintain with a reputable insurance company insurance for the Products, at its cost, against all risks as it thinks appropriate, including loss or damage by fire, theft, accident and other such risks;
 - (b) note the interest of IM on the insurance policy; and
 - (c) produce a certificate of currency of the insurance effected by Purchaser under this clause to IM, upon request.

- 7.3. Risk in the Products will remain with Purchaser at all times unless IM retakes possession of the Products in accordance with the Terms.
- 7.4. Title in the Products supplied by IM to Purchaser will not pass to Purchaser and will remain the absolute property of IM until such time as IM has been paid by Purchaser all monies due and owing to it by the Purchaser in relation to any account. Notwithstanding payment, title to those Products which are Deliverables or software remains with IM and/or the applicable third party licensor(s) at all times.
- 7.5. Until the Products have been paid for and title to the Products has passed to Purchaser, Purchaser:
 - (a) must properly segregate and store the Products in such manner as to clearly indicate that they are the property of IM and Purchaser grants IM the right to enter Purchaser's premises to repossess the Products and to sell or dispose of those Products.
 - (b) Purchaser may sell the Products and shall keep records of the Products in the ordinary course of its business as fiduciary agent for IM and Purchaser agrees to deposit all proceeds of any such sale (including any proceeds received from any insurance claims) in a separate bank account and agrees not to mix the proceeds with any other monies and hold the monies on trust for IM and shall immediately account for such proceeds to IM.
- 7.6. If Purchaser has breached these Terms, Purchaser authorizes IM, at any time, to enter onto any premises upon which IM's Products are stored to enable IM to:
 - (a) inspect the Products; and/or
 - (b) reclaim the Products and/or discontinue access to the Products.
- 7.7. If Purchaser sells, disposes of or otherwise deals with Products or any part thereof before full payment has been received by IM, Purchaser must advise IM in writing, at such times as IM may request, specifying full details of the Products sold, disposed of, utilised or otherwise dealt with.
- 7.8. Purchaser acknowledges that in the case of software Products, any refusal or failure to pay may result in cancellation of the license to use the software Product.
- 7.9. Purchaser agrees that the provisions of this clause apply despite any arrangement under which IM grants credit to Purchaser.

8. PRODUCT RETURNS

- 8.1. Return of Products will be subject to the returns process for the affected Product ("**Returns Process**") as notified by IM from time to time.
- 8.2. Purchaser must notify IM in writing of any Products it wishes to return within seven (7) days from the date of the invoice relating to those Products or such other time period stipulated in the Returns Process.
- 8.3. Each claim for the return of Products by Purchaser will be dealt with in accordance with the Returns Process.
- 8.4. Any substitute Products to be shipped to Purchaser in accordance with the Returns Process will be sent by IM to Purchaser by ordinary freight pre-paid.
- 8.5. IM will not be liable for any damage or defects in the Products:
 - (a) that have been caused by the Purchaser's improper storage, warehousing or transport, by any neglect, abuse or improper use;
 - (b) installation, maintenance or unauthorised repair of the Products;
 - (c) that is not covered by Supplier's warranty;
 - (d) Products which have been added to, varied, or otherwise modified by, any person other than IM or a third party authorized by IM in writing;
 - (e) in connection with the claim Purchaser alleges that cartons were damaged in transit but the Proof of Delivery (POD) does not identify that cartons were damaged in transit;
 - (f) the claim for a return request is not notified to IM in writing within the period stated in clause 8.2.

9. FORCE MAJEURE

- 9.1. If the performance of IM's obligations under these Terms is prevented, restricted or affected by acts of God, pandemic, strike, lock out, raw material shortage, breakdown of plant, electrical, network or telecommunication outage, government restrictions (including denial or cancellation of export or other licenses), delay caused by Supplier, transport or equipment or any other cause beyond the reasonable control of IM, IM will give notice of such cause to Purchaser and IM shall not be held in default of its obligations hereunder or held liable for any noncompliance. If such event continues for more than 60 days from the date of notice, either party may terminate any affected

orders without penalty. This section does not excuse the Purchaser's payment obligations for delivered Products.

10. PURCHASER'S CANCELLATION

- 10.1. Unless otherwise agreed in writing by an authorised officer of IM, Purchaser may not cancel an order which has been accepted by IM.
- 10.2. If Purchaser's right of cancellation is agreed to by an authorised officer of IM in writing, the right must be exercised by notice in writing from Purchaser to IM not later than 7 days before the estimated date of shipment by the Supplier or IM (as the case may be).
- 10.3. Unless otherwise agreed between Purchaser and IM, upon cancellation prior to shipment, any deposit paid by Purchaser will be forfeited to IM.

11. DEFAULT OF PURCHASER

- 11.1. Without prejudice to any of IM's other rights under these Terms, if Purchaser breaches any of these Terms, IM may, in its sole discretion, and without further liability to Purchaser:
 - (a) refuse to make further supplies to Purchaser; and/or
 - (b) terminate the relationship without notice.

12. RESALE

- 12.1. All Products supplied by IM may only be sold by Purchaser within the Territory unless otherwise agreed in writing. Purchaser must not knowingly sell or supply the Products to any person who intends to resell or on-supply them outside the Territory.
- 12.2. The parties acknowledge and agree that the Purchaser may set the amounts it charges to its customers for re-supply of the Products in its sole discretion.

13. WARRANTY

- 13.1. Certain statutory provisions may imply warranties or conditions or impose obligations upon IM which cannot be excluded, restricted or modified whether at all or only to a limited extent. Clauses 13 (Warranty) and 14 (Non-Conforming Products) must be read subject to those statutory provisions.
- 13.2. To the extent permitted by law,
 - (a) Products are covered by the Supplier's Warranties.
 - (b) IM's entire responsibility with respect to express warranties for the Products is to pass on to Purchaser the benefit of any such Supplier's Warranties to the extent it is able to.
 - (c) 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.
 - (d) IM does not warrant that repair facilities or parts will be available in respect of any of the Products.
- 13.3. Software Products are not warranted by IM under these Terms. Such software Products are warranted in accordance with the relevant license agreements governing their use.
- 13.4. To the full extent permitted by law and unless otherwise expressly agreed by IM, IM does not warrant that repair facilities or parts will be available in respect of any Products.
- 13.5. Purchaser warrants that it is acquiring the Products for the purpose of use as inventory in Purchaser's business, and that it is not acquiring the Products wholly or predominantly for personal, domestic or household use or consumption.

14. NON-CONFORMING PRODUCTS

- 14.1. To the extent permitted by law, IM's entire responsibility with respect to Non-Conforming Products where such non-conformity arises within the time frame stipulated by the Supplier, or if a time frame is not stipulated, within a period of six (6) months from delivery to an end-user, will be to arrange for:
 - (a) (at IM's option) a replacement or repair of the Product; or
 - (b) if (a) is not practical or possible, a reduction of the price of the Products (calculated on a straight line depreciation basis) or a refund.
- 14.2. Clause 14.1 shall not be applicable if the Purchaser, end-user or any third party (which is not an IM agent) had damaged or misused the Product thereby causing the non-conformity or if the Non-Conformity, damage, fault or misuse is excluded under the Supplier's warranties.

15. LIABILITY

- 15.1. Purchaser will be liable for all orders placed with IM through Purchaser's account, regardless of whether those orders were placed in accordance with Purchaser's authorisations or instructions. It is Purchaser's responsibility to ensure that its

account is only accessed and used by authorised personnel pursuant to, and in accordance with, any limits on their authority, and safeguarded from misuse by authorised or unauthorised individuals.

- 15.2. Purchaser will defend, indemnify and hold harmless IM, its related bodies corporate, affiliates and subsidiaries and each of their respective officers, directors, employees and agents from and against any and all claims, demands, proceedings, actions, liabilities, losses, damages, costs or expenses of any kind (including reasonable attorney's fees and disbursements) incurred or sustained as a result of, or arising out of, or relating to any actions taken by IM regarding the Products at the request of, and consistent with, instructions provided by Purchaser, Purchaser's infringement of IM's or any third party's intellectual property rights, any breach of these Terms or any acts or omissions of Purchaser or its employees, related bodies corporate, affiliates or agents, arising from the manner in which Purchaser markets and sells the Products, supply by Purchaser of any goods or services for use in conjunction with or in relation to the Products, or any breach or alleged breach of any applicable laws or regulations relating to the storage, marketing or sale by Purchaser of the Products.
- 15.3. To the extent that an indemnity under this agreement is in favour of a person other than IM, IM contracts as trustee of the rights under that indemnity.
- 15.4. To the extent permitted by law, IM will not be liable to Purchaser or any other person under any circumstances for any loss of use, profit, revenue, interest, goodwill or data, or for any indirect, incidental or consequential damages sustained or incurred by Purchaser, whether such liability arises directly or indirectly as a result of:
 - (a) any negligent act or omission or willful misconduct of IM or its employees or agents;
 - (b) any failure to deliver Products within a specified time period; availability and/or delays in delivery of Products; discontinuation of Productions, product lines or any part thereof; cancellation of any orders by Purchaser;
 - (c) the supply, performance or use of any Products or services;
 - (d) the supply or performance of any services provided by a third party who is not IM's agent; or
 - (e) any breach by IM of its obligations under these Terms.
- 15.5. For the avoidance of doubt, the only liability of IM with respect to:
 - (a) any damaged goods, defective goods and/or goods erroneously shipped will be the return rights described herein; and
 - (b) any defective Services and/or Services not meeting any service level mutually agreed in writing will be the reperformance of such services.
- 15.6. Purchaser's, its related bodies corporate, and their respective customers' sole and exclusive remedy relating to these Terms and/or the Products will be the remedy, if any, afforded by the Supplier of such goods to such parties as anticipated by clause 13.
- 15.7. Notwithstanding anything to the contrary in this agreement, or even if this agreement fails its essential purpose, in no event will IM's cumulative liability (in tort (including negligence), contract (including under any indemnity), warranty, infringement, under statute or otherwise) to Purchaser under this Agreement exceed the purchase price actually paid by Purchaser for the supply of the affected Product that give rise to the dispute, or any defective portion thereof, whichever is the lesser amount. IM's liability to Purchaser (including in tort (including negligence), contract (including under any indemnity), warranty, infringement, under statute or otherwise) will be reduced by the extent, if any, to which Purchaser contributed to the loss or damage.
- 15.8. The obligations of IM and any affiliate thereof, if any, are the several obligations of each such entity and nothing herein will be deemed to create any joint and several liability between or among IM and/or any of its affiliates.

16. INTELLECTUAL PROPERTY

- 16.1. Purchaser acknowledges that:
 - (a) Intellectual Property embodied in or in connection with the Products and any related documentation, parts or software are the sole property of IM or its Suppliers;
 - (b) all Intellectual Property of IM or its Suppliers may only be used by Purchaser with the express written consent of IM or its Suppliers and such consent extends only to use essential for the purposes stated in it; and
 - (c) If consent for use is granted by IM or Supplier in accordance with sub-paragraph (b) above, Purchaser shall

comply with any intellectual property use requirement or guidelines issued by IM or Supplier

16.2. Purchaser must not register any trademarks, trade name, domain name, trading style or commercial designation or design used by IM or its Suppliers in connection with the Products.

16.3. Purchaser will indemnify IM against all liabilities, damages, costs and expenses which IM may suffer or incur as a result of Purchaser's breach or infringement of any third party's intellectual property rights, Purchaser's non-compliance with Supplier's intellectual property guidelines, any work performed by IM in accordance with Purchaser's specifications or as a result of the combination or use of the Products with other equipment, parts or software not supplied by IM, and which results in the infringement of any Intellectual Property of any person.

16.4. IM has no duty to defend, indemnify or hold harmless Purchaser, its related bodies corporate, affiliates or their respective customers from and against any claim, demand or cause of action, including any damages, costs or expenses incurred by Purchaser, its related bodies corporate, affiliates or their respective customers in connection with, arising from or relating to any actual or alleged product liability or violation or infringement of any patent, trademark, copyright or other intellectual property belonging to a third-party by the Products.

17. CONFIDENTIALITY

17.1. Purchaser acknowledges that IM has disclosed and may from time to time disclose to Purchaser Confidential Information.

17.2. Subject to clause 17.5, Purchaser must:

- (a) only use the Confidential Information solely for the purposes relating to its orders; and
- (b) not disclose (whether directly or indirectly) to any third party the Confidential Information, other than is required to carry out such purposes.

17.3. If disclosure of Confidential Information to third parties is necessary, Purchaser will obtain from such third parties binding agreements to maintain in confidence the Confidential Information disclosed at least to the same extent as Purchaser is bound to protect IM's Confidential Information under this clause.

17.4. Upon the expiry or termination of the parties' relationship must cease to use and must return or destroy (as IM may instruct) Confidential Information in its possession or control.

17.5. In the event Purchaser is required to disclose any Confidential Information to a government authority or by relevant laws, Purchaser shall provide IM with reasonable prior notice of any such required disclosure and shall use reasonable efforts to limit disclosure and to obtain confidential treatment or a protective order and has allowed IM to participate in the proceeding that requires the disclosure.

17.6. This clause does not extend to any information which is:

- (a) at the time of disclosure, rightfully known to or in the possession or control of Purchaser and which is not subject to an obligation or confidentiality;
- (b) public knowledge (otherwise than as a result of a breach of this clause 17 or any other obligation of confidentiality); or
- (c) approved in writing by an authorised officer of IM to be disclosed.

18. COMPLIANCE

18.1. Purchaser acknowledges that some Products may be controlled under export laws in force at the material time. Purchaser shall not export, re-export, or distribute Products, in violation of any such export control laws or regulations.

18.2. Purchaser acknowledges that the Products or Deliverables supplied hereunder may be subject to the controls of the United States Department of Commerce or other relevant export control laws, and that the Products or Deliverables may require authorization prior to export, re-export or transfer in-country. Specifically, Purchaser agrees that it will not directly or indirectly export, re-export, transfer in-country or otherwise distribute Products or Deliverables, or direct Products or Deliverables thereof, in violation of any export control laws or regulations of the United States. Purchaser warrants that it will not export, re-export or transfer in-country any Products or Deliverables with knowledge that they will be used in the design, development, production, or use of chemical, biological, nuclear, or ballistic weapons, or in a facility engaged in such activities, unless Purchaser has obtained prior approval from the Department of Commerce or other relevant authorities. Purchaser further warrants that it will not export, re-export or transfer in-country directly or indirectly, any Products or Deliverables to embargoed countries or sell Deliverables to companies or individuals listed

on the Denied Order issued by the United States. Purchaser warrants that it is not a Military End-User and it will not directly or indirectly sell, transfer, supply or distribute the Products and/or Deliverables to a Military End-User, or directly or indirectly allow the Products and/or Deliverables to be used for military purpose. "Military End-User" means the national armed services (such as but not limited to army, navy, marine, air force, or coast guard), as well as the national guard and national police, government intelligence or reconnaissance organizations. The foregoing definition also includes any person, company or any other entity that will incorporate the Products and/or Deliverables into products, equipment or items for military use. If Reseller is unable to comply with any of the foregoing restrictions at any time, Reseller must immediately inform IM in writing. Consistent with IM's high standards for business ethics and its determination to be a responsible corporate citizen, IM places a high priority on compliance with laws regulating exports, imports and supply chain security. IM compliance responsibilities may include appropriate screening, contractual and security requirements that agents, distributors, suppliers and other parties doing business with IM may have to meet. In addition to meeting IM's requirements, agents, distributors, suppliers and other parties doing business with IM are also required to comply with the letter and spirit of all applicable laws regulating exports, imports, and supply chain security.

18.3. Purchaser warrants that it complies and will continue to comply in all of its business dealings with applicable laws against bribery, corruption and money-laundering including the US Foreign Corrupt Practices Act 1977. Purchaser and its owners, partners, shareholders, officials, directors or employees, or any of its representatives, has not made, and will not make, any direct or indirect payment, offer to pay, or authorization to pay, any money, gift, promise to give, or authorization of the giving, of anything of value to any government official, a political party or a party official, or any candidate for political office, or the immediate family of any such official or candidate, for the purpose of influencing an act or decision of the government or such individual in order to assist, directly or indirectly, Purchaser or IM in obtaining or retaining business, or securing an improper advantage. Purchaser will indemnify and hold IM harmless from and against any claims of any nature arising out of or relating to a violation of any of the stipulations of the prior paragraph.

18.4. Purchaser acknowledges that certain Products or Deliverables may be subject to license requirements or other restrictions specific to certain transactions. Where applicable, Purchaser agrees to be bound by any such terms and conditions and/or restrictions and shall indemnify IM for any liability suffered by it arising from Purchaser's breach.

18.5. For purposes of Purchaser's agreement with IM, a conflict of interest occurs if:

- (a) any of Purchaser's employees, board of directors or shareholder is an IM associate,
- (b) any of Purchaser's employees, board of directors or shareholder is an immediate family member of an IM associate,
- (c) any of Purchaser's employees, board of directors or shareholder is related in any way to an IM associate,
- (d) the Purchaser or its affiliate is currently the employer, partner or agent of an IM associate,
- (e) the Purchaser or its affiliate is currently the employer, partner or agent of an entity owned or controlled by an IM associate,
- (f) the Purchaser or its management, director or shareholder has or had an agreement, arrangement or understanding with an IM associate in his/her personal capacity outside the ordinary course of the Purchaser's business, or
- (g) the Purchaser or its management, director or shareholder has or had an agreement, arrangement or understanding with an entity owned or controlled by an IM associate outside the ordinary course of the Purchaser's business.

The Purchaser hereby declares that it is not aware of any actual or potential conflict of interest and undertakes to promptly disclose in writing to IM any actual or potential conflict of interest as soon as it is aware of the same.

Reference to:

- "IM associate" means an employee of IM.
- "Immediate family member" means a spouse, children and children-in-law, siblings and siblings-in-law and parents and parents-in-law.

19. ADDITIONAL SUPPLIER TERMS AND RESTRICTIONS

19.1 All Products and Deliverables delivered to Purchaser hereunder may have additional terms or restrictions on their use required by the Supplier of the Products. Purchaser is solely responsible for ensuring its adherence to any and all such restrictions and requirements. If any Supplier prohibits IM from selling specific Products or Deliverables to Purchaser, then IM reserves the right not to sell such Products or Deliverables to Purchaser.

19.2 In addition to these terms and conditions, and where required by Suppliers of Products and/or Services, IM may flow through to Purchaser additional terms imposed by such Supplier for any Product/Service which shall be binding on Purchaser and/or its customer. It shall be Purchaser's obligation to pass through these terms, where applicable, to its customer to ensure compliance with Supplier's terms. In the event Purchaser fails to do so, Purchaser shall indemnify IM for any losses, damages, claims or liabilities that IM may incur as a result of Purchaser's breach. For the avoidance of doubt, any term imposed on Purchaser by IM's Suppliers may be set out online or communicated in writing by IM to Purchaser, or through IM's Statement of Work or quotation and Purchaser shall be deemed to have unequivocally accepted the said terms by (i) Purchaser signing the terms and conditions; or (ii) Purchaser providing a purchase order to IM; or (iii) Purchaser or its customer's acceptance of any Product or Service from IM or its Supplier; whichever occurs first.

19.3 In the event of any conflict between these said additional terms and IM's standard terms, IM's standard terms herein will apply to the extent of the conflict.

20. Privacy and Personal Data.

20.1. IM may collect, process, use and disclose personal data about the Purchaser (including its officers and employees) and/or Purchaser's customer(s) from a variety of sources, including, directly from the Purchaser and/or Purchaser's customer, from other users of IM's website, from resellers and distributors, from vendors, from service providers, from third party information providers, from IM's affiliates, and through the operation of IM's website. IM may transfer the Purchaser's information outside of the territory in compliance with the law.

20.2. Purchaser agrees to IM collecting, using and disclosing certain personal data or personal information about Purchaser for various purposes, including to:

- (a) assess credit worthiness;
- (b) supply the Products and services to Purchaser and/or its customers and the management of Purchaser's account, including Suppliers;
- (c) communicate with Purchaser and/or Supplier about the Products and services which IM or its partners or affiliates may provide to Purchaser and/or its customer, including for marketing and sales purposes;
- (d) implement these Terms and other relevant policies; and
- (e) comply with relevant laws.

20.3. IM, at the written request for Purchaser, will:

- (a) provide Purchaser with access to any personal data or personal information relating to Purchaser or its customer held by IM; and
- (b) correct or amend any personal data or personal information relating to Purchaser or customer held by IM which is inaccurate or out of date.

20.4. IM will collect, use, store, process, disclose and/or delete Purchaser's personal data or personal information in accordance with relevant laws. IM's Privacy Statement, which may be updated from time to time, can be found at <https://corp.grammico.com/privacy-statement.aspx> or such other place as IM may update from time to time. Purchaser acknowledges that it has read and understood IM's aforementioned Privacy Statement and agrees at all times not to do anything which would be a breach of the Privacy Statement.

20.5. Purchaser warrants and represents that it has complied with all applicable personal data laws and has obtained the necessary consent from its customers, all legal rights to transfer and Purchaser's personnel whose information is/will be disclosed to IM for IM to collect, process, use, transfer and disclose personal data about the Purchaser's customers or personnel to third parties within or outside of the Territory.

21. GENERAL

21.1. The parties agree that a separate contract is formed each time Purchaser acquires goods and services from IM on the then current version of IM's Terms of Sale. Purchaser should check website <https://tw.grammico-asia.com/> for a copy of IM's current Terms before ordering Products. By placing an order for Products and/or Services with IM from time to time or by accepting the Products or Services, Purchaser accepts and agrees that the current version of the Terms of Sale (and other

documents expressly referenced in these Terms of Sale) as displayed on website <https://tw.grammico-asia.com/> at the time of the order will apply to that order and that to the full extent permitted by law all other terms and conditions (whether contained in the purchase order or otherwise) will be excluded.

21.2. All notices, requests, demands, and other communications that either party may desire to give the other party must be in writing and may be given by (i) personal delivery to an officer of the party, (ii) mailing the same by registered or certified mail, return receipt requested, or via nationally recognized courier services to the party at the address of such party as set forth herein, at the official corporate address of such party, or such other address as the parties may hereinafter designate, or (iii) facsimile subsequently to be confirmed in writing pursuant to item (ii) above. Notices to IM shall be sent to: Level 34, Taipei Nanshan Plaza, No.100, Songren Road, Xinyi Dist., Taipei 110, Taiwan

21.3. No variation of these Terms by the Purchaser shall be effective unless made in writing and signed by a duly authorized officer of both parties.

21.4. If any provision of these terms and conditions shall be held to be invalid, illegal or unenforceable, such provision shall be read down or severed to the extent of the invalidity or unenforceability and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

21.5. These terms and conditions shall be binding upon and shall inure to the benefit of the parties hereto and their respective representatives, successors and permitted assigns.

21.6. IM may audit Purchaser's premises, personnel, books and records at any time upon reasonable and prior notice in writing to the Purchaser. Purchaser agrees to keep complete, correct and detailed records relating to purchase of Products and/or Services, in connection with its performance under this Agreement, including a list of all parties who purchase the Products and/or Services from Purchaser. At IM's request, Purchaser agrees and shall permit IM and/or its authorized representatives to inspect and audit all records related to this Agreement to determine compliance with, and controls related to, the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act or any other applicable laws and regulations related to anti-corruption, anti-bribery or export control. Purchaser shall cooperate fully with such audit. If Purchaser fails to maintain such information as required by this Agreement, then IM may take remedial action in its sole discretion including, without limitation, collection of audit fees, and termination of this Agreement. If an audit reveals any discrepancy, Purchaser shall bear all costs for such audit and shall indemnify IM fully for any loss or harm suffered by IM arising as a result of such audit by IM.

21.7. Purchaser agrees that failure or delay of IM to exercise a right or power under these terms and conditions shall not operate as a waiver thereof, nor shall any single or partial exercise of a right or power preclude any other future exercise thereof.

21.8. The captions used herein are for reference purposes only and shall have no effect upon the construction or interpretation of any provisions herein.

21.9. Purchaser may not assign or attempt to assign any of its rights and obligations under these Terms. IM may assign any purchase order received from Purchaser to a third party upon notice in writing to Purchaser, whose consent shall be deemed to have been obtained.

21.10. These terms and conditions (and any agreement into which they are incorporated) shall be construed, interpreted and enforced under and in accordance with the laws of Republic of China (Taiwan), excluding its conflicts or choice of law rule or principles which might refer to the law of another jurisdiction. Purchaser agrees to exercise any right or remedy in connection with these terms and conditions exclusively in, and hereby submits to the jurisdiction of the courts of Taipei District Courts in the Republic of China (Taiwan) for any dispute or controversy that arises out of these terms and conditions. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these terms and conditions.

21.11. Save as provided in clause 19 herein, these Terms and any document(s) referred to in them constitute the entire agreement about IM's sale of the Products to Purchaser and supersede all prior understandings, arrangements and agreements. UNLESS EXPRESSLY AGREED IN WRITING AND EXCEPT AS PROVIDED IN CLAUSE 19, ANY DIFFERENT OR ADDITIONAL TERMS AND CONDITIONS IN ANY PURCHASE ORDER, INVOICE OR OTHER SUCH DOCUMENT SUBMITTED BY PURCHASER ARE HEREBY EXPRESSLY REJECTED AND SHALL HAVE NO FORCE OR EFFECT.

21.12. These terms and conditions and any documents into which they are incorporated are written in both English and Chinese. If there is any inconsistency or conflict between the two versions,

the Chinese version shall prevail.

Addendum

ADDITIONAL SUBSCRIPTION AND MULTI-YEAR TERMS AND CONDITION ("TERMS")

In addition to the Ingram Micro Sales Terms and Conditions signed by you (the Reseller) or other written agreement signed between the Ingram Micro entity you are transacting with ("Ingram") and you, the following terms and conditions apply to your purchase of Vendor Services (as defined below) from Ingram. Any software, cloud or other products or services provided by a third-party vendor (each, a "Vendor") and used, consumed or accessed by you or your customer are "Vendor Services".

When "Ingram Micro", "we", "us" or "our" is used in these Terms, they refer to the Ingram Micro entity you are transacting with and/or its applicable affiliate(s). Any references to "you" or "your" in these Terms are references to the company which you, the Reseller represents. These Terms will supersede any additional or conflicting terms set out in any purchase order, order form or other document issued by you relating to the Vendor Services. If there are any conflict or inconsistencies between these Terms and terms and conditions relating to the specific Vendor Services published on the Ingram Cloud Marketplace or an Ingram portal or as otherwise provided by Ingram to you ("Vendor Services Terms"), the Vendor Services Terms shall prevail. By you or your customer proceeding with the Vendor Services or consuming or using the Vendor Services, whichever occurs first, you are deemed to have unequivocally accepted these Terms, even if you fail to or have yet to return a signed copy of these Terms.

1. Vendor Services and Applicable Terms

Vendor Services may be offered on a subscription basis for an initial term which may also be subject to auto-renewal. Vendor Services could also be offered on a consumption basis and may be subject to a fixed monthly charge or any minimum charge stipulated by Ingram. You are therefore advised to carefully check the terms of the Vendor Service you are ordering to understand the consumption and usage terms, duration of the subscription, renewal options, termination rights and such other terms that may be of significance to you. Further, Vendor Services do not typically require any physical delivery, and thus no terms in your existing agreement with us related to delivery or returns will apply to these Vendor Services unless expressly agreed otherwise by Ingram. Your resale of the Vendor Services you purchase from us may be subject to additional terms and conditions required by the Vendor, and you are responsible for checking the Vendor's website or portal to determine if any Vendor terms apply to the Vendor Services you wish to resell. All Vendor Services will require the end user to accept the Vendor's end user license agreement, terms of use, or terms of service, so you need to ensure that your customers accept the relevant end user license agreement prior to commencement of the Vendor Services. Likewise, if you are using the Vendor Service yourself, you will need to accept and abide by those Vendor terms and conditions. Notwithstanding anything to the contrary in these Terms, your license or right to use any Vendor Services is provided by the Vendor and is subject to any terms and conditions made available by the Vendor, including, but not limited to, warranties (if any), ownership of intellectual property and permitted uses.

2. Payment

You agree to pay the fees and charges for the Vendor Services as outlined in these Terms. Depending on the Vendor Services purchased, we reserve the right to impose a minimum consumption charge of USD50 per month or more for your subscription. We will accept payment from you by methods we make available and you select. You acknowledge that fees and charges for Vendor Services you purchase may, as a result of foreign currency exchange fluctuation, be adjusted during the term of your subscription, at our discretion unless otherwise mutually agreed in writing. Therefore, unless otherwise mutually agreed in writing, the amount you pay for the Vendor Services may vary from time to time during the term of your subscription, even though you may purchase Vendor Services in advance for a fixed term. We will notify you of any such changes by sending notice by e-mail, by electronic notification, or regular mail.

You are responsible for billing and collecting any payments for Vendor Services from your customers. You agree that your payment obligations are NOT a "pay when paid" arrangement. Accordingly, your customer's failure to pay for Vendor Services will not relieve you of your obligation to timely pay us for the Vendor Services ordered by

or through you. If your customers do not pay you, you still must pay for the Vendor Services you committed, ordered, use or consumed whether by you or your customer.

You must pay in advance for your or your customer's use of the Vendor Services, unless otherwise agreed to by us. You authorize us to automatically charge any amounts payable by you in connection with your or your customer's use or consumption of the Vendor Services, such as when billing is based on your commitment, consumption or use or if the Vendor Services automatically renew, or potentially in other cases.

If we waive the requirement for you to pay in advance and grant you a credit line, you must pay within the time indicated on the invoice, and you must pay via wire transfer, or such other electronic payment method deemed acceptable by us. Wire transfers should include any additional processing fees that may apply, particularly international wire transfers. You are responsible to ensure these additional fees, if any, are added to the wire transfer submitted to us.

Late payment interests shall be automatically applicable without need for any prior formal notice and shall be calculated with reference to said amount from the date on which payment was due until the date of effective payment. In addition, in case of late payment, you are also liable for any cost we may incur in collecting the overdue amount from you, including any legal and enforcement cost. Credit limits may be granted, modified, suspended, or terminated at any time in our sole discretion. You may also be required to provide a security or deposit to us. If you fail to make timely payment you agree that we may without further notice to you and in addition to all other rights and remedies provided to us hereunder or at law, call on any security or deposit provided to us to offset any payment due from you, and/or terminate or suspend the affected Vendor Services without any liability to us.

You acknowledge that, Ingram's quotation and Reseller's purchase order is not required for Ingram to invoice you for the Vendor Services consumed or used by You and/or your customer. You agree that payment of Ingram's invoice is not contingent upon issuance of a quotation or a corresponding purchase order from You for such invoice to be paid.

You must pay all sums due to Ingram as reflected in Ingram's invoice without offset or withholding. All amounts paid are non-refundable. In the event You have committed to a multi-year order, you agree to pay all amount due including for Vendor Services fees committed by You.

You have three (3) business days to contact Ingram from the date of the Ingram's invoice with any questions or concerns regarding the invoice. The parties will work in good faith to resolve the dispute promptly. In the event the invoice value is disputed, you must pay any undisputed amount of the same invoice within the payment term granted by Ingram.

In the event you (a) fail to pay all or any amount due, or (b) if you go into liquidation or are unable to pay your debts as they fall due or you suspend or threaten to suspend making payments with respect to all or any class of your debt or enter into any composition or arrangement with your creditors, Ingram may, at its option, immediately declare due and payable and recover from you (as liquidated damages and not penalty) all remaining sums payable for the remaining term under these, all past due amount, and all costs and expenses of collection.

3. Tax

Unless otherwise indicated in an invoice or agreed to in writing by us, all payments are exclusive of national, federal, state, provincial, local or foreign taxes, duties, tariffs, levies and similar assessments. You agree to bear and be responsible for the payment of all taxes, duties, tariffs, levies, fees and charges of any kind, including sales, use, excise or value added taxes, and all other similar charges (collectively, "Taxes") that are imposed on transactions by or under the authority of any government body, excluding Taxes based solely upon our net income. If you are a tax-exempt entity or claim exemption from any Taxes or withhold any Taxes as required by law hereunder, you will provide a certificate of exemption or withholding tax certificate and, after receipt of valid evidence of exemption or withholding tax certificate, we will not charge you any Taxes from which you are exempt or withheld. You agree to indemnify us for any Taxes that we are required to pay on your behalf for any reason whatsoever.

4. Reports

Depending on the type of Vendor Services used, you may be required to report to Ingram all usage of the Vendor Services either by yourself or your customers, as the case may be, and pay Ingram for all

associated fees pursuant to the Vendor Services. Ingram may require You to submit such a report on a monthly basis or such as terms as Ingram may specify. In the event the report is required for invoicing purposes and you fail to provide the report in a timely and accurate manner, Ingram reserves the right to issue you with a proforma invoice based on your and/or your customer's use or consumption of the Vendor Services in the previous billing period and the amount due will be adjusted once Reseller submits an accurate report for the Vendor Services to Ingram. For clarity, in the event the amount set out in the proforma invoice is lower than the actual consumption or use of the Vendor Services, you shall remain liable to Ingram for the full amount of the Vendor Services used or consumed including late payment interest notwithstanding the amount stated in the proforma invoice. In addition to the foregoing, your failure to provide timely and accurate report is a material breach of this agreement if you fail to remedy such breach within seven (7) days of being requested to do so, and Ingram may exercise its right to terminate or suspend the Vendor Services in accordance with the terms of this agreement and pursue all other rights and remedies available to it hereunder or at law.

5. Unauthorized Use of Vendor Services

Resellers and end users will be fully responsible for maintaining the security and confidentiality of their access credentials to any Vendor Services purchased or consumed through the relevant account. You must ensure that you and your customers implement best practices for maintaining such security and confidentiality when accessing and using such Vendor Services. You will remain primarily liable to us for any and all charges, damages or fees incurred by or through the use of yours or the end user's credentials for the purchase, use or consumption of the Vendor Services, including any unauthorized activity on such accounts. We may suspend or terminate your or your customer's access and use of the Vendor Services or your respective account(s) immediately upon the reasonable belief that there is fraudulent or unauthorized activity on such account(s). Neither you, nor your customer may use or otherwise access the Vendor Services in a manner that exceeds the authorized use or use it in an unauthorized manner. If you or your customer exceed the authorized use or misuse the Vendor Services then you will promptly notify us and immediately: (i) disable or correct impermissible use; or (ii) purchase additional Vendor Services to correspond to actual use. You agree that we or the Vendor may at any time and in our discretion review your use of the Vendor Services, and you will provide any reasonable assistance to verify your or your customer's compliance with these Terms and any other applicable terms. We may suspend or terminate the use of the Vendor Services immediately upon written notice of non-compliance identified in such review, in addition to exercising any other rights or remedies we or the Vendor may have under any applicable terms or at law.

6. Termination of Access and Use to Vendor Services

If we determine that you may have violated these Terms or any other applicable terms, including that if at any time your fees are more than sixty (60) days in arrears, we, in our sole discretion, may deem that you have abandoned your customers and we reserve the right to terminate your account with cause and assume ownership of your customers directly, without any financial consideration or relief whatsoever to you.

Upon termination of Vendor Services for any reason, you will be responsible for all subscription fees for Vendor Services you have ordered or committed to until the end of the subscription term(s) in addition to such other Vendor Services that you have consumed or used, including the fees and costs arising from any other commitments or agreement you may have made with us. Further, you agree that all amounts outstanding from you to us for Vendor Services will accelerate and become immediately due and payable. For clarity, certain multi-year Vendor Services which you have already agreed or committed to may not be cancelled or terminated until the end of the subscription term and if cancellation or termination is permitted, it may be subject to payment of the fees for the remaining term in full and/or such other penalty fees. In such instance, you agree to pay Ingram for all such fees and charges that may arise from the termination or cancellation. Similarly, you may only terminate any Vendor Services which automatically renews in the manner approved by Vendor and Ingram, and such termination may be subject to a fees or charges for termination. You remain liable to pay us for the Vendor Services and such other charges incurred including any such charges relating to termination.

Additionally, we may temporarily or permanently prevent you from using the Vendor Services, cancel the Vendor Services without a refund and, if appropriate, pursue legal action against you. In addition, you may be subject to civil or criminal penalties and injunctive relief. We will not be liable for any claims that might arise from our suspension or termination of the Vendor Services.

7. Data and Privacy

You hereby grant us and the applicable Vendors a non-exclusive, non-transferable, royalty-free, worldwide right to use the electronic data specifically pertaining to you, your users and/or customers, including any personal data (as defined by the applicable laws) that is processed by Ingram or for use of the Vendor Services (collectively, "Data") for the purpose of providing the Vendor Services and related services to you, your users and/or customers and for such other purpose more specifically set out in Ingram's Privacy Statement, a copy of which is available on request or available here [<https://www.ingrammicro.com/en-us/legal/privacy-statement>]. If you are a reseller, you agree that you have received proper consent from your customers to provide their information to us, our affiliates and Vendors for use in connection with the Vendor Services or you comply with an alternative legal basis for providing their information to us, our affiliates and Vendors. By using or your customer's use of the Vendor Services, you agree that we may use Data in accordance with our Privacy Statement, available [here](#).

In such case, you hereby consent to such transfers of and access to the Data and to the use of the Data by the Vendor, Ingram and/or our affiliates and authorized partners or sub-contractors for the purpose of providing the Vendor Services and related services. You hereby warrant and represent that you have obtained all necessary permissions and consents required in order to transfer the Data to us in accordance with this section 6, including outside of the territory in which you are located. More information can be requested at privacy@ingrammicro.com.

Your or your customers' use of Vendor Services may also be subject to the privacy policies of the respective Vendor.

8. Conduct

You agree that you are responsible for using (or your customer's use of) the Vendor Services within the permitted scope and only in accordance with the numbers, types and identifiers of permitted users, applications, servers, devices, capacity and locations at or through which you or your customers are permitted to use the Vendor Services as set forth in these Terms or the Vendor's terms.

9. Warranty

You represent and warrant that you are: (i) a party doing business; (ii) located in a jurisdiction; (iii) not using the Vendor Services for any illegal activity; and (iv) engaged in activities, such that we are not required to obtain any export license, permit or other approval under applicable laws and regulations including but not limited to export control and/or sanctions regulations of any jurisdiction the laws of which may be implicated by these Terms. Furthermore, you acknowledge and agree that we have the authority to monitor such status on a regular basis and, if we determined that at any point in time you are in violation of any of these representations and warranties, we are entitled to immediately suspend or terminate any Vendor Services to you (and any accounts you have with us) without prior written notice and without liability to us.

10. Intellectual Property

The Vendor Services are protected by copyright, patent, trademark and other US and foreign laws and regulations. These Terms do not grant you any right, title or interest in the Vendor Services, others' content in the Vendor Services, trademarks, logos or brand features and no license or ownership right in any intellectual property owned by us or the Vendor is transferred to you. We welcome feedback, but note that we and/or the Vendor owns such feedback and may use any comments, ideas, or suggestions without any obligation to you.

You are prohibited from further distributing, copying or otherwise disclosing any information related to the Vendor Services in any manner to any party without our prior written permission. You shall also be prohibited from amending, revising or otherwise changing any part of the Vendor Services.

11. Liability

INGRAM MICRO, ITS AFFILIATES, OR ITS SUPPLIERS WILL NOT BE LIABLE FOR:

- I. ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES;
- II. ANY LOSS OF USE, DATA, BUSINESS OR PROFITS, REGARDLESS OF LEGAL THEORY; AND
- III. ANY AMOUNT GREATER THAN THE AFFECTED SUBSCRIPTION OF THE VENDOR SERVICES.

THESE EXCLUSIONS OR LIMITATIONS WILL APPLY REGARDLESS OF WHETHER OR NOT INGRAM MICRO OR ITS AFFILIATES HAVE BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES. FOR THE AVOIDANCE OF DOUBT, YOU AGREE THAT YOU REMAIN RESPONSIBLE AND FULLY LIABLE TO US FOR ANY DAMAGES OR LOSSES THAT WE MAY SUFFER ARISING OUT OF OR RESULTING DIRECTLY OR INDIRECTLY FROM YOUR BREACH OF THESE TERMS.

You agree to indemnify, defend and hold us, our affiliates, and our Vendors harmless from and against any and all claims, fines or penalties that might arise as a result of a breach of your or your customer's obligations or these Terms, or your or your customer's access or use of the Vendor Services.

The Parties have caused these Terms to be executed by their duly authorized representatives of the Parties.

CONFIRMATION AND ACCEPTANCE

By signing this Form, I/we confirm that the information provided are true, accurate and complete and I/we have read and agree to the contents set out in this Form including, without limitation, the terms and conditions of sale and any addendum set out herein. I also confirm that I am a duly *authorized representative of the Company and have due authority to make this confirmation on behalf of the Company and to bind the Company to these terms.

* An authorized signatory means a director of the Company, a proprietor of the Company, or senior personnel who has been duly authorized by the Company to execute the Application Form and all documents and agreements on behalf of the Company. Examples of such senior personnel include the CEO, President, Vice President, CFO, General Manager or Head of Department

Signature / Company Stamp: _____

Name: _____

Title: _____

Date: