Standard Terms and Conditions of Supply (Version: April 2019)

Unless otherwise expressly agreed in writing or we notify you that these standard terms and conditions of supply have been revised, the standard terms and conditions of supply below will apply to all goods and services purchased from Tech Data Limited on or after 12th April 2019. All earlier standard terms and conditions of supply will not apply.

The Customer's attention is particularly drawn to the provisions of Clause 15 (Limitation of liability).

1. INTERPRETATION

1.1 The following definitions and rules of interpretation apply in these Conditions.

Affiliate includes any subsidiary or holding company of Tech Data and each and any subsidiary of a holding company of Tech Data, any business entity from time to time controlling, controlled by, or under common control with Tech Data;

Anti-Bribery Law means any and all legislation and/or guidance relating to the prevention of acts of bribery and corruption, including the Bribery Act 2010;

Authorised Reseller Programme means the programme or agreement under which the Manufacturer consents to the Customer purchasing the Goods and/or Services from Tech Data;

Business Day means a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business;

Conditions means these terms and conditions as amended from time to time in accordance with Clause 19.10;

Contract means the contract between Tech Data and the Customer for the supply of Goods and/or Services formed in accordance with, and incorporating, these Conditions;

Customer means the person or firm who purchases the Goods and/or Services from Tech Data;

Data Privacy Legislation means the Data Protection Act 2018 together with all applicable legislation relating to privacy or data protection (and the terms "**Controller**", "**Data Subject**", "**Personal Data**", "**Personal Data Breach**", and "**Processor**" (and their derivatives) shall have the meanings given to them in the Data Privacy Legislation);

Delivery Location has the meaning given in Clause 4.1;

Drop Ship means deliveries to End User(s) by Tech Data or to the End User(s) or the Customer by the Manufacturer (in each case, as requested by the Customer);

End User means the ultimate customer of the Customer;

Force Majeure Event has the meaning given to it in Clause 18.1;

Goods means the goods (or any part of them) set out in the Order including any deliverables being produced as part of the Services;

Goods Specification means any specification for the Goods, including any relevant plans or drawings, which is agreed in writing by the Customer and Tech Data;

Insolvency Event means (a) taking any step or action in connection with entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; (b) suspending, or threatening to suspend, or ceasing or threatening to cease to carry on all or a substantial part of its business; or (c) its financial position deteriorates to such an extent that in Tech Data's reasonable opinion its capability to adequately fulfil its obligations under the Contract has been placed in jeopardy;

Intellectual Property Rights means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, goodwill and the right to sue for passing off rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

InTouch means Tech Data's e-commerce website for Customers;

Losses means liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses (calculated on a full indemnity basis));

Manufacturer means a third party who makes or develops the Goods and/or provides the Services to the Customer and the End Users;

Order means the Customer's order for the supply of Goods and/or Services, as set out in the Customer's purchase order form, the Customer's written acceptance of Tech Data's quotation or statement of work, or the Customer's order placed on a Website, or on the website of a Manufacturer or any automatic renewal by a Manufacturer or Tech Data of an existing order, as the case may be;

Services means the services provided by a Manufacturer or Tech Data to the Customer or End User, as appropriate, as set out in the Service Specification;

Service Specification means the description or specification, usually a statement of work, provided by Tech Data to the Customer for the Services;

Tech Data means Tech Data Limited (registered number 01691472) of Redwood 2, Crockford Lane, Chineham Business Park, Basingstoke, Hampshire RG24 8WQ and where the context permits its assigns and any sub-contractors of Tech Data (Tech Data's VAT number is GB 385 524 235);

Third Party Software means all software owned by or licensed to the Customer from a third party owner (whether or not supplied by Tech Data) and which comprises part of the Goods;

Website means any of Tech Data's or it's Affiliate's websites including InTouch and the software renewals database.

1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.3 A reference to a party includes its successors and permitted assigns.

1.4 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

1.5 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.6 A reference to **writing** or **written** includes email.

2. BASIS OF CONTRACT

2.1 The Order constitutes an offer by the Customer to purchase Goods and/or Services from Tech Data in accordance with these Conditions.

2.2 Any element of an Order shall only be deemed to be accepted at the earliest of despatch of those particular Goods or performance of those particular Services or when acceptance is communicated in writing by an authorised representative of Tech Data at which point, and on which date, the Contract shall come into existence. On receipt of an Order via InTouch Tech Data may send the Customer an order acknowledgement email detailing the Order. This email is not acceptance of the Order by Tech Data and Tech Data may refuse to accept any Order. No elements of an Order placed on InTouch shall become a Contract, or otherwise binding on Tech Data until the despatch of those particular Goods or performance of those particular Services and the Order is marked as confirmed within the "Order Status" facility of InTouch. Where applicable, any automatic renewal of an existing Contract shall be deemed to be renewed for a successive term if parties fail to serve the minimum required notice of termination prior to the renewal date.

2.3 Any samples, drawings, descriptive matter or advertising issued by Tech Data and any descriptions of the Goods or illustrations or descriptions of the Services contained on Websites or in Tech Data's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods. They shall not form part of the Contract or have any contractual force.

2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate in any form, or which are implied by trade, custom, practice or course of dealing.

2.5 Any quotation given by Tech Data shall not constitute an offer and is only valid for a period of 30 days from its date of issue unless otherwise specified by Tech Data. Tech Data reserves the right to increase its quoted or listed prices, or to charge accordingly in respect of any orders for Goods of non-standard specifications prior to acceptance.

2.6 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

2.7 Any Orders for Goods of non-standard specifications cannot be cancelled. Unless otherwise agreed in writing, any request by the Customer for cancellation of any Order or for the rescheduling of any deliveries will only be considered by Tech Data if made at least 12 hours before despatch of the Goods, and shall be subject to acceptance by Tech Data at Tech Data's sole discretion, and subject to a reasonable administration charge. The Customer hereby agrees to indemnify Tech Data and keep Tech Data indemnified and hold it harmless against all Losses suffered or incurred by Tech Data arising out of or in connection with cancellation or rescheduling of the Order.

2.8 By placing an Order with Tech Data, the Customer warrants that they have obtained and will comply with any consent required from a Manufacturer including, if appropriate, membership of any Authorised Reseller Programme. In the event that the consent or membership of the Authorised Reseller Programme is terminated, the Customer will immediately notify Tech Data in writing and the provisions of Clause 16.4 may be invoked.

3. GOODS

3.1 The Goods are described in any applicable Goods Specification. Unless otherwise agreed, the Goods are supplied in accordance with the Manufacturer's standard specifications as these may be improved, substituted or modified. Tech Data will use its reasonable endeavours to advise the Customer of any variation for whatsoever reason in the Goods Specification, Manufacturer's specifications or technical data of the Goods as soon as it receives any such notice thereof from the Manufacturer. Tech Data will not be liable in respect of any loss or damage caused by or resulting from such variation including for curtailment or cessation of supply of Goods following any such variation.

3.2 To the extent that the Goods are to be manufactured in accordance with a Goods Specification supplied by the Customer, the Customer shall indemnify Tech Data and keep Tech Data indemnified and hold it harmless against all Losses suffered or incurred by Tech Data arising out of or in connection with any claim made against Tech Data for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with Tech Data's use of the Goods Specification. This Clause 3.2 shall survive termination of the Contract.

4. DELIVERY OF GOODS

4.1 Tech Data shall deliver the Goods to the location set out in the Order or such other location as the parties may agree in writing (the "**Delivery Location"**).

4.2 Subject to Clause 4.12, delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location. However, risk in the Goods shall pass to the Customer in accordance with Clause 6.1.

4.3 At the time of delivery the Customer (or the End User, if applicable) must check that the quantity of Goods matches the quantity set out on the proof of delivery ("**POD**") and that the exterior of the Goods are in good condition. The Customer must sign the POD accordingly. If the exterior of the Goods are damaged the Customer must indicate this on the POD. The Customer must inform Tech Data of any difference to quantity or of damage as soon as possible and in any event within 5 Business Days of the delivery.

4.4 A signed POD by or on behalf of the Customer, or signing the POD "unchecked" or "unexamined" or any such similar wording, shall be conclusive evidence of delivery and (except to the extent that any damage or discrepancy is noted on the POD) that it was received in good order and condition and accordingly no claims shall be bought in respect of the delivery claiming the contrary.

4.5 The Customer must inspect the Goods immediately after delivery is complete. If any Goods are damaged, incorrect or not delivered, the Customer must notify Tech Data within 5 Business Days of the delivery or expected delivery. For the avoidance of doubt, the Customer is still required to notify Tech Data as set out in this Clause 4.5 notwithstanding anything noted by the Customer on the POD.

4.6 If a copy of the POD is required by the Customer, this must be requested within 14 days of the date of the invoice.

4.7 In the event of any Drop Ship delivery, the Customer shall ensure that the End User complies with the Customer's obligations set out above in Clauses 4.3, 4.4, 4.5 and 4.6.

4.8 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. Despatch may be postponed because of conditions beyond Tech Data's reasonable control, such as a Force Majeure Event, a delay caused by the carrier or the Customer's failure to provide Tech Data with adequate delivery address detail or any other instructions that are relevant to the supply of the Goods, and in no event shall Tech Data be liable for any damages or penalty for delay in despatch or delivery of the Goods or consider any claims for compensation.

4.9 If the Customer fails to accept delivery of the Goods, then (except where such failure is caused by a Force Majeure Event or by Tech Data's failure to comply with its obligations under the Contract in respect of the Goods):
(a) delivery of such Goods shall be deemed to have been completed at 9.00 am on the Business Day following the day on which Tech Data attempted delivery of the Goods; and
(b) Tech Data shall store the Goods until delivery takes place and charge the Customer for all related costs and expenses (including insurance).

4.10 If 10 Business Days after Tech Data notified the Customer that the Goods which are non-standard specification were ready for delivery the Customer has not taken delivery of them, Tech Data may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of such Goods.

4.11 Tech Data may deliver the Goods by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

4.12 Where Goods are being delivered outside the UK to a destination which requires a UK export declaration and/or a destination import declaration, other than risk which shall pass in accordance with Clause 6.1, the Goods will be supplied CIP port/airport country of destination Incoterms 2010.

5. QUALITY OF GOODS

5.1 Subject to Clause 5.3, Tech Data warrants that, on delivery, the Goods shall:
(a) conform in all material respects with any applicable Goods Specification; and
(b) be free from material defects in design, material and workmanship.

5.2 Subject to any Authorised Reseller Programmes, Tech Data warrants that it has good title to or licence to supply all Goods to the Customer.

5.3 All Goods supplied which are software are only supplied "as is". The sole obligation of Tech Data in connection with the supply of Goods which are software is to use all reasonable endeavours to obtain and supply a corrected version from the Manufacturer concerned in the event that such software should fail to conform to the Goods Specification provided always that the Customer notifies Tech Data of any such non-conformity within 90 days of the date of delivery of the applicable software Goods.

5.4 Subject to Clause 5.5, Tech Data shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full if the Customer returns the Goods in accordance with Clause 9.1. Tech Data will not consider any claim for compensation, indemnity or refund under liability unless it has been established or agreed with the Manufacturer and, where applicable, the insurance company.

5.5 Tech Data shall not be liable for the Goods' failure to comply with the warranty in Clause 5.1 if:
(a) the Customer makes any further use of such Goods after giving a notice in accordance with Clause 4.5;
(b) the defect arises because the Customer failed to follow Tech Data's, Manufacturer's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;
(c) the defect arises as a result of Tech Data following any drawing, design or Goods Specification supplied by the Customer;
(d) the Customer alters or repairs such Goods without the written consent of Tech Data;
(e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or
(f) without prejudice to Clause 5.1(b), the Goods differ from their specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards.

5.6 Where Tech Data and/or the Manufacturer has expressed in writing that the Goods qualify for an advance replacement under the terms of any Manufacturer warranty, such advance replacements shall be provided subject to:
(a) compliance with any warranty terms as provided by the Manufacturer;
(b) defective Goods must still be covered by warranty in accordance with this Clause 5;
(c) the defective Goods must have been purchased from Tech Data; and
(d) compliance with Clause 9.1.

5.7 Except as provided in this Clause 5, Tech Data shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in Clauses 5.1 and 5.2 and shall not be liable for the cost of labour or other expenses incurred in repairing defective or non-conforming parts.

5.8 The terms of these Conditions shall apply to any repaired or replacement Goods supplied by Tech Data.

5.9 Except as specifically set out in this Clause 5, Tech Data disclaims and excludes all other warranties, whether express or implied, by statute or otherwise, including but not limited to the warranties of description, design, satisfactory quality and fitness for a particular purpose, or arising from any previous course of dealing, usage or trade practice.

6. TITLE AND RISK

6.1 The risk in the Goods shall pass to the Customer at the time the Goods are handed over to the transportation company at Tech Data's premises, or the Manufacturer's premises in the case of a Drop Ship delivery. Tech Data recommends that the Customer has appropriate insurance cover for the Goods from the point at which risk passes.

6.2 Title to the Goods (other than Third Party Software) shall not pass to the Customer until the earlier of:
(a) Tech Data receives payment in full (in cash or cleared funds) for the Goods and any other goods that Tech Data has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums; and
(b) the Customer resells the Goods, in which case title to the Goods shall pass to the Customer at the time specified in Clause 6.4.

6.3 Until title to the Goods (other than Third Party Software) has passed to the Customer, the Customer shall:
(a) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as Tech Data's property;
(b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

(c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on Tech Data's behalf from the date and time at which risk passes;
(d) not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods;
(e) notify Tech Data immediately if it becomes subject to an Insolvency Event; and
(f) give Tech Data such information relating to the Goods as Tech Data may reasonably require from time to time.

6.4 Subject to Clause 6.5 and 8.1(c), the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before Tech Data receives payment for the Goods. However, if the Customer resells the Goods before that time:
(a) it does so as principal and not as Tech Data's agent;
(b) title to the Goods shall pass from Tech Data to the Customer immediately before the time at which resale by the Customer occurs; and
(c) the Customer shall hold on trust and shall account to Tech Data for the proceeds of sale or otherwise of the Goods including insurance proceeds and, in the case of tangible proceeds, properly stored, protected and insured.

6.5 If title to the Goods (other than Third Party Software) passes to the Customer before the Customer becomes subject to an Insolvency Event, then, without limiting any other right or remedy Tech Data may:
(a) have the Customer's right to resell Goods or use them in the ordinary course of its business ceased immediately; and
(b) at any time:
(i) require the Customer to deliver up, at its own cost, all Goods in its possession which have not been resold, or irrevocably incorporated into another product; and
(ii) if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored, using reasonable force if necessary, in order to recover them.

6.6 Despite Tech Data's retention of title to the Goods, Tech Data reserves the right to take legal proceedings to recover the price of Goods supplied should the Customer fail to make full payment by the invoice due date.

7. SUPPLY OF SERVICES

7.1 Tech Data shall supply or procure a Manufacturer to supply, the Services to the Customer or End User (as applicable).

7.2 Tech Data reserves the right to amend the Service Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and Tech Data shall notify the Customer in any such event.

7.3 Tech Data may assist the Customer to specify or choose Services, but the assessment and selection of the Customer's chosen Services for the Customer's and End User's purposes remains the Customer's ultimate responsibility. Tech Data does not warrant or represent that the performance of the Services will be adequate for the Customer or End User and shall not be liable for any inaccuracies in any element of the Service Specification supplied by the Customer or End User. Tech Data undertakes only that in giving assistance it has acted in good faith and has not been wilfully misleading.

7.4 The Customer acknowledges that the Manufacturer is a third party, which Tech Data does not control. Tech Data makes no representation, guarantee or warranty about the Manufacturer's delivery of the Services or their reliability, credit rating or solvency. Tech Data shall not be responsible for the security of a Customer or End User's network after the Services have been performed.

7.5 If the Services are for the installation of equipment and/or software and the End User fails to satisfy requirements necessary for the installation (including without limitation hardware, network, operating system, utilities (including power and connectivity) or premises requirements) as notified by Tech Data or the Manufacturer to the Customer or End User (as applicable) prior to the commencement of such Services, then Tech Data reserves the right to refuse or curtail such Services and charge the Customer the full fee for the Services.

7.6 If the Services are for the provision of training then Tech Data:
(a) will only take bookings where the Customer has provided a valid purchase order number to Tech Data;
(b) reserves the right to provide training personnel of its own choosing and host the training at a non-Tech Data venue or venues; and
(c) reserves the right to refuse or curtail training if a delegate or substitute delegate attending on behalf of the Customer fails to meet qualifying requirements for the training notified by Tech Data to the Customer prior to the commencement of the training.

7.7 The Customer agrees to pay for any loss or extra cost incurred by Tech Data due to the Customer's or End User's lack of instructions or requirements not included in the Services Specification or through failure or delay in taking delivery or through any act or default on the part of the Customer its servants or employees or the End User.

7.8 The Customer shall use, and shall procure that the End User uses, the Services in compliance with applicable laws and any fair usage policy notified to them by Tech Data or the Manufacturer as amended from time to time.

7.9 The Customer shall ensure that if the End User accesses the Services, or the Services are provided through, the internet or otherwise, then the End User shall acknowledge and accept all risks associated with usage of such communication networks and Tech Data shall not accept any liability for malicious or accidental breaches of security or confidentiality when using such communication networks.

7.10 Tech Data shall comply with all applicable laws in its performance of the Contract, including Anti-Bribery Law, Criminal Finances Act 2017 and health and safety laws.

8. CUSTOMER'S OBLIGATIONS

8.1 The Customer shall:
(a) ensure that the terms of the Order and any information it provides in the Service Specification are complete and accurate;
(b) co-operate with Tech Data and the Manufacturer in all matters relating to the Services;
(c) not use the Goods or Services for its own purposes (for the avoidance of doubt and subject to Clause 8.1(g), this Clause 8.1(c) shall not restrict the Customer's right to use the Goods or Services for the provision of services to its End User's);
(d) ensure that Tech Data or the Manufacturer (as applicable) will be provided with any access to premises, office accommodation and other facilities as reasonably required for the performance of the Services;
(e) provide Tech Data and the Manufacturer with such information and materials as they may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;

(f) if applicable, the Customer warrants that it will pass through any and all of the Manufacturer's applicable terms and conditions (in an agreed form) to the End User prior to the commencement of the Services or delivery of the Goods;
(g) ensure the End User or the Customer (as applicable) obtains and maintain all necessary licences, permissions and consents which may be required for the Services or Goods before the date on which the Services are to start or the Goods are to be used;
(h) comply with all applicable laws in its performance of the Contract, including Anti-Bribery Law, Criminal Finances Act 2017 and health and safety laws;
(i) comply with Tech Data's anti-bribery policy as provided by Tech Data to the Customer from time to time and promptly report to Tech Data any request or demand for any undue financial or other advantage of any kind given or received by the Customer, End User or any of their sub-contractors in connection with the performance of a Contract;
(j) comply with any additional obligations as set out in the Service Specification and the Goods Specification; and
(k) notify Tech Data if its VAT registration is amended in any way.

8.2 The Customer shall not (a) take any action or permit or authorize any action by a third party in violation of Anti-Bribery Laws; (b) use its own money or monies/consideration paid or provided to it for any unlawful purposes, and (c) directly or indirectly offer, promise, give, solicit or accept anything of value to or from a government official, government controlled enterprise or company, political party or any other person or company to gain an improper advantage or improperly influence any act or decision. If the Customer breaches this Clause, it will indemnify, defend, and hold Tech Data harmless against all Losses suffered or incurred by Tech Data related to the violation of any Anti-Bribery Laws.

8.3 The Customer acknowledges and agrees that the Goods and Services are subject to the export control laws and regulations of the United States, EU and national legislation. The Customer will comply with all these laws and regulations including the Export Administration Regulations ("EAR"), and sanctions regimes of the U.S. Department of Treasury, Office of Foreign Asset Controls.

8.4 The Customer shall not, without prior appropriate government authorisation, export, re-export, or transfer any Goods or Services, either directly or indirectly, to any country subject to a U.S. trade embargo or to any resident or national of any such country, or to 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 "Specifically Designated Nationals and Blocked Persons" maintained by the U.S. Department of Treasury or any other comparable European or local regulation.

8.5 In addition, any Goods or Services 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.

8.6 If Tech Data's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or End User or failure by the Customer or End User to perform any relevant obligation ("**Customer Default**"):

(a) without limiting or affecting any other right or remedy available to it, Tech Data shall have the right to suspend performance of the Services or delivery of the Goods until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case only to the extent the Customer Default prevents or delays Tech Data's performance of any of its obligations;
(b) Tech Data shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Tech Data's failure or delay to perform any of its obligations as set out in this Clause 8.6; and
(c) the Customer shall reimburse Tech Data on written demand for any costs or losses sustained or incurred by Tech Data arising directly from the Customer Default.

8.7 Tech Data may grant special prices and/or special conditions for the execution of particular projects subject to the permission of the respective Manufacturer and the delivery to the qualifying End User named in the offer. In such circumstances, the Customer undertakes to:
(a) comply with any terms and conditions advised by Tech Data;
(b) comply with the respective Manufacturer terms and conditions;
(c) hold ready all End User proofs of delivery such as delivery notes and invoices (blackening of irrelevant data is permitted for data protection compliance purposes) for the previous twelve months and to provide them on request to Tech Data and/or the Manufacturer; and
(d) sell the Goods and Services only to the qualifying End User.

8.8 In the event of refusal of the permission by the Manufacturer or non-compliance with any or all of the terms of Clause 8.7, Tech Data reserves the right to invoice the Customer for the difference between the special price and the usual price of the Goods and Services. Such an invoice will become payable immediately.

8.9 The Customer hereby confirms that they understand and accept that telephone calls to and from Tech Data may be recorded for training and monitoring purposes.

8.10 Where the Customer requests a credit account the Customer accepts and acknowledges that the granting of interest free credit by Tech Data is of commercial value to the Customer and that this credit is subject to compliance with these Conditions.

9. RETURNS

9.1 All returns of Goods can only be made, and will only be accepted by Tech Data if they comply with the following:
(a) prior authorisation must be obtained from Tech Data via Tech Data's after sales management tool or such other method as Tech Data may advise. Such prior authorisation shall be given at Tech Data's sole discretion;
(b) the request for the return comply with the rules specified in Tech Data's after sales management tool;
(c) the Goods in issue must be returned within 14 days of the authorisation to return under Clause 9.1(a);
(d) the Goods must be properly and securely packed with the relevant returns reference and document attached and either be delivered to the address on the authorisation under Clause 9.1(a) on DDP Incoterms 2010 or be made available for collection by Tech Data's carrier, as determined by Tech Data;
(e) for non-faulty Goods, the Goods must be in a saleable condition, unopened and with seals intact;

(f) the Goods must be accompanied by a list of the Goods; and
(g) for faulty Goods, the Goods must be in breach of the warranty in Clause 5.1 above.

9.2 Tech Data reserves the right to reject any Goods which do not comply with the conditions set out in Clause 9.1. If Tech Data agrees to accept any non-faulty Goods returned which are not in a saleable condition, Tech Data reserves the right to charge the cost to the Customer of bringing the non-faulty Goods into a saleable condition.

9.3 Tech Data reserves the right to test all Goods returned as faulty and to return to the Customer (at the Customer's expense) any Goods found not to be faulty. Tech Data also reserves the right to levy an additional reasonable charge to cover the cost of such testing.

9.4 Tech Data reserves the right to levy a reasonable administration charge in respect of the rotation of Goods and returns.

10. CHARGES AND PAYMENT

10.1 Catalogues, price lists and other advertising literature or material as used by Tech Data as an indication as to the price and range of the Goods and Services offered and no prices, descriptions or other particulars contained therein shall be binding on Tech Data. The marketed and official real-time price of the Goods or Services on InTouch shall be confirmed using the InTouch "On-line Check" facility. All other listed prices on Websites are shown on the understanding that they are a guideline only. The price for Goods:
(a) shall be the price set out in the Order or, if no price is quoted, the price set out in Tech Data's published price list as at the date of the Order; and
(b) shall be exclusive of all costs and charges of packaging, insurance, transport of the Goods, which shall be invoiced to the Customer.

10.2 The charges for Services shall be calculated in accordance with fee rates set out in the Order or Service Specification.

10.3 Whilst Tech Data tries to ensure that all prices are accurate, errors may occur. If, prior to delivery of the Goods or performance of the Services, Tech Data discovers an error in the price of the Goods or Services or there is an increase in the cost to Tech Data of the Goods or Services due to reasons outside Tech Data's control, Tech Data reserves the right to correct or increase the price of the Goods or Services, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods or Services to Tech Data. If the Customer objects to such a price increase, Tech Data may grant a right of cancellation.

10.4 All amounts payable by the Customer under the Contract are stated in Pounds Sterling, US Dollars or Euros (as stated in the invoice) and are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any VAT is due to be collected by Tech Data for a taxable supply for VAT purposes made under the Contract by Tech Data to the Customer, the Customer shall, on receipt of a valid VAT invoice from Tech Data, pay to Tech Data such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.

10.5 In respect of Goods, Tech Data shall invoice the Customer on or at any time after completion of despatch. In respect of Services, Tech Data shall invoice the Customer after receipt of the Order or at such other time as Tech Data deem appropriate at its sole discretion. If Goods or Services are delivered in instalments Tech Data shall be entitled to invoice each instalment upon delivery thereof. The Customer must notify Tech Data in writing within 7 days of the date of invoice of any errors within the invoice. Failure to do so will result in Tech Data assuming acceptance of the invoice in full.

10.6 Time for payment shall be of the essence of the Contract. Unless otherwise expressly agreed in writing, the Customer shall pay each invoice submitted by Tech Data:
(a) within 30 days of the date of the invoice; and
(b) in full and in cleared funds to a bank account nominated in writing by Tech Data.

10.7 Tech Data reserves the right to charge a surcharge on credit card transactions (which may exceed the amount charged to Tech Data by the credit card companies) by way of a handling or processing charge.

10.8 If the Customer fails to make a payment due to Tech Data under the Contract by the due date, then, without limiting Tech Data's remedies under Clause 16, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this Clause 10.8 will accrue each day at the rate equivalent to that set for the purposes of section 6 of the Late Payment of Commercial Debts (Interest) Act 1998. Such interest will be compounded on the first day of each calendar month and payable both before and after any judgment (unless the court orders otherwise).

10.9 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

10.10 Should credit facilities be provided, the Customer undertakes to notify Tech Data without delay of any material change in its finances, structure, share ownership and/or value of assets which may affect the Customer's credit status. In addition to any remedy available at law, failure to report any such changes may result in credit being withdrawn without prior notice. The Customer's credit-limit may be withdrawn or amended without prior notice by Tech Data. If credit facilities are withdrawn all invoices shall become immediately payable by the Customer.

11. INTELLECTUAL PROPERTY RIGHTS

11.1 The Customer hereby acknowledges that any Intellectual Property Rights used on or in relation to the Goods, Services, Websites or any Third Party Software supplied hereunder, including, but not limited to, any title or ownership rights, shall at all times and for all purposes vest and remain vested in Tech Data, the Manufacturer or the Third Party Software owner (as applicable).

11.2 The Customer hereby acknowledges that it is its sole responsibility to comply with any terms and conditions of licence attaching to Services and/or Goods supplied and delivered by Tech Data (including if so required the execution and return of a Third Party Software licence). The Customer is hereby notified that failure to comply with such terms and conditions could result in the Customer being refused a licence or having the same revoked by the proprietary owner. The Customer further agrees to indemnify Tech Data and keep Tech Data indemnified and hold it harmless in respect of all Losses suffered or incurred by Tech Data as the result of any breach by the Customer of such terms and conditions.

11.3 Unless otherwise expressly agreed in writing, no title or ownership of Intellectual Property Rights licensed to the Customer or an End User under the Contract is transferred to the Customer or End User under any circumstances.

12. DATA PROTECTION AND DATA PROCESSING

12.1 Both parties will comply with all applicable requirements of the Data Privacy Legislation. This Clause 12 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Privacy Legislation.

12.2 Without prejudice to the generality of Clause 12.1, the Customer warrants that it has obtained Personal Data supplied to Tech Data in a compliant manner and has all necessary authorisation, approvals, contracts, consents and notices in place to enable lawful use, processing and transfer of the Personal Data to and by Tech Data, its agents and suppliers as required by the Contract. In addition, all notices, information and communication (including Tech Data's Privacy Policy) required for Tech Data´s use and processing of Personal Data as described in the Contract (including the transfer of Personal Data to third parties) where it acts as a Controller, shall be provided to the relevant Data Subject, as directed by Tech Data from time to time.

12.3 Where Tech Data acts as a Processor for the Customer in the processing of End User Personal Data, and for the duration of the Contract, the following clauses shall apply:

(a) Tech Data will process Personal Data relating to the End Users (and related parties) on the written instructions of the Customer, in accordance with these Conditions, for the performance of the Contract and for any other agreed purposes, unless required otherwise by the laws of the United Kingdom or any member of the European Union, if applicable;

(b) Tech Data will ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services);

(c) Tech Data will ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;

(d) Tech Data will not transfer any Personal Data outside of the UK (other than to European Economic Area) unless the following conditions are fulfilled:

(i) Tech Data or the Customer has provided appropriate safeguards in relation to the transfer;

(ii) the Data Subject has enforceable rights and effective legal remedies;

(iii) Tech Data complies with its obligations under the Data Privacy Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

(iv) Tech Data complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;

(e) Tech Data will assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Privacy Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

(f) Tech Data will notify the Customer without undue delay on becoming aware of a Personal Data Breach or any request from a supervisory authority or regulator for information or any form of investigation in relation to processing carried out under these Conditions;

(g) Tech Data will at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of these Conditions unless required by applicable law or by regulation to store the Personal Data;

(h) To the extent required by Data Privacy Legislation, Tech Data will maintain complete and accurate records and information to demonstrate its compliance with this Clause 12.3, which shall be promptly provided to the Customer on request, and to the extent audit obligations mandated by Data Privacy Legislation may not be otherwise satisfied, audits and inspections will be conducted during regular business hours, without interfering with Tech Data's operations and upon reasonable prior written notice. Tech Data may determine that such audits and inspections are subject to the execution of a confidentiality undertaking. The parties shall, acting reasonably, agree the scope and parameters of any such audit. Tech Data shall be entitled to reject auditors which are competitors of Tech Data. The Customer shall inform Tech Data without undue delay and comprehensively about any errors or irregularities detected during an audit; and

(i) Where Tech Data appoints any third party processor of Personal Data under these Conditions, prior to such appointment Tech Data will enter into a written agreement with the third-party processor, incorporating terms which are no less stringent than those set out in these Conditions. Where there is a change to any such third party processors, Tech Data will notify the Customer either through the website uk.techdata.com or directly.

12.4 Tech Data may, at any time on not less than 30 days' notice, revise Clause 12.3 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to the Contract).

12.5 Tech Data acts as a Controller if:

(a) it collects Personal Data in connection with the Customer's operations (such as Personal Data relating to the Customer's employees);

(b) Tech Data processes End User Personal Data provided by the Customer for:

(i) carrying out fraud, anti-money laundering, sanctions and any other checks and investigating and prosecuting fraud, money laundering or sanctions violations in connection with the establishment and maintenance of a client relationship and provision of services;

(ii) compliance with legal and regulatory obligations;

(iii) anonymization and/or data analytics; or

(iv) the fulfilment of the Contract, and is required to transfer such Personal Data to third parties who are acting as a Data Controller, such as carriers or Manufacturers,

but will not make such Personal Data available to third parties, unless such third parties have committed themselves to confidentiality and compliance with Data Privacy Legislation. Tech Data implements and maintains appropriate technical and organizational measures in line with the requirements of the Data Privacy Legislation.

12.6 The Customer acknowledges that
(a) it has read and understood Tech Data's Privacy Policy and agrees at all times to comply with it; and
(b) data which is not Personal Data, and Personal Data which has been anonymised, may be used by Tech Data as it may determine.

12.7 In order to accept an Order from the Customer it may be necessary for Tech Data to verify the Customer's financial standing and Tech Data reserves the right to obtain information on the Customer's creditworthiness from credit agencies or credit insurers (which will keep a record of any search made) and may disclose the results of those enquiries, searches and references and any information given by the Customer to any credit reference agency or to any other company in any corporate group of which it is a member.

13. CONFIDENTIALITY

13.1 Each party undertakes that it shall not at any time during the Contract, and for a period of two years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by Clause 13.2.

13.2 Each party may disclose the other party's confidential information:
(a) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this Clause 13; and
(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

13.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

14. USE OF WEBSITES

14.1 The Customer:
(a) shall not and shall ensure that its administrator and users do not pass any login user details for any of the Websites to third parties or unauthorised personnel under any circumstances as the use of the login details on a Website which have been issued to the Customer by Tech Data (including an administrator or user through the Website) will be deemed to be evidence that the Customer authorises the Orders and information placed on Websites;
(b) shall ensure that all information held on Websites about the Customer, including the details of the administrator, the users, the postal and delivery addresses, are up to date at all times as Tech Data is not liable for any inaccuracies in the information provided by the Customer on the Websites; and
(c) acknowledges and agrees that Tech Data may, at any time, take steps to validate users added to any Websites.

14.2 Tech Data will not be liable for any losses or damages resulting from Websites being unavailable. Whilst Tech Data endeavours to provide 24 hours a day access to Websites, Tech Data reserves the right to suspend any Website operation, temporarily or permanently and without prior notice. Tech Data shall not be liable for any losses which result due to technical incompatibilities or system errors of Websites.

14.3 All Orders must be placed on InTouch before 17:15 UK time to qualify for a next working day delivery of the Goods within the UK.

14.4 Tech Data reserves the right to monitor the usage of its Websites to ensure compliance with these Conditions. If Tech Data determines, at its sole discretion, that the Customer is in breach of these Conditions, or, is misusing a Website, Tech Data may withdraw and/or amend access immediately and without prior notice.

15. LIMITATION OF LIABILITY

15.1 This clause sets out the entire financial liability of Tech Data and includes liability in contract, tort (including negligence), breach of statutory duty or otherwise, arising under or in connection with the Contract.

15.2 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
(a) death or personal injury caused by negligence;
(b) fraud or fraudulent misrepresentation; and
(c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

15.3 Subject to Clause 15.2, Tech Data's total liability to the Customer shall not exceed the total charges. Where:
(a) total charges means all sums paid or payable by the Customer under the Contract in respect of Goods and Services which relate to the breach, whether or not invoiced to the Customer, in total up to a maximum of £1,000,000; and
(b) total liability means Tech Data's total liability for all and any claims (whether connected or not) including liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with all Contracts between Tech Data and the Customer in any 12-month period.

15.4 Subject to Clause 15.2 and except for a claim under an indemnity, the following types of loss are wholly excluded by the parties:
(a) loss of profits;
(b) loss of sales, business or business opportunity;
(c) loss of agreements or contracts;
(d) loss of anticipated savings;
(e) loss of use or corruption of software, data or information;
(f) loss of or damage to goodwill;
(g) loss, additional payments, damage or inconvenience the Customer or any End User may suffer arising from the suspension or termination of any Authorised Reseller Programme suffered by the Customer that arises under or in connection with the Contract; and
(h) indirect or consequential loss.

15.5 Tech Data has given commitments as to compliance of the Goods and Services with relevant specifications in Clauses 5 and 7. In view of these commitments, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

15.6 The Customer shall indemnify Tech Data and keep Tech Data indemnified and hold it harmless against all Losses suffered or incurred by Tech Data arising out of or in connection with any:
(a) claims made against Tech Data by a third party for death, personal injury or damage to property arising out of or in connection with defective Goods, to the extent that the defect in the Goods is attributable to the acts or omissions of the Customer, its employees, agents or subcontractors;

(b) claims made against Tech Data by third parties which arises from any Tech Data performance or non-performance pursuant to the instructions of the Customer or its authorised representative;
(c) claims arising out of or in connection with any breach of Clause 4.7; and
(d) any breach of Clause 14.1(a).

15.7 This Clause 15 shall survive termination of the Contract.

16. TERMINATION

16.1 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
(a) the other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 14 days after receipt of notice in writing to do so; or
(b) the other party becomes subject to an Insolvency Event.

16.2 Without affecting any other right or remedy available to it, Tech Data may terminate the Contract with immediate effect by giving written notice to the Customer:
(a) if the Customer fails to pay any amount due under the Contract on the due date for payment; or
(b) if the Customer breaches Clauses 8.1(h) or 8.1(i); or
(c) in accordance with Clause 18.1.

16.3 Without affecting any other right or remedy available to it, Tech Data may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and Tech Data if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to an Insolvency Event, or Tech Data reasonably believes that the Customer is about to become subject to an Insolvency Event.

16.4 If any applicable Manufacturer:
(a) terminates any Authorised Reseller Programme with the Customer; or
(b) becomes subject to an Insolvency Event,
Tech Data may terminate or temporarily suspend the provision of affected Goods or Services and Tech Data will have no further obligation or liability (including liability for any loss, additional payments, damage or inconvenience) to the Customer or the End User in respect of those Goods or Services or the Contract. Tech Data shall use reasonable endeavours to engage a new Manufacturer on materially similar terms in a reasonable period. If the Customer agrees, the Customer will pay an additional charge to Tech Data in respect of the new Manufacturer's provision of the Goods and Services. Any delay by Tech Data in suspending or terminating the provision of the Goods or Services shall not constitute a waiver under this provision.

16.5 Furthermore, the Customer recognises that Tech Data will be an ordinary creditor of the Manufacturer if an Insolvency Event occurs. Tech Data will use reasonable endeavours to obtain repayment of any fees paid by the Customer in respect of Services not yet performed by the Manufacturers, but Tech Data shall not be liable to pay those fees to the Customer or End User if they are not repaid by the Manufacturer or its appointed insolvency practitioner.

17. CONSEQUENCES OF TERMINATION

17.1 On termination of the Contract:
(a) the Customer shall immediately pay to Tech Data all of Tech Data's outstanding unpaid invoices and interest and, in respect of Services and Goods supplied but for which no invoice has been submitted, Tech Data shall submit an invoice, which shall be payable by the Customer immediately on receipt; and
(b) the Customer shall return all Goods which have not been fully paid for or any free samples or evaluation Goods. If the Customer fails to do so, then Tech Data may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

17.2 Termination of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

17.3 Any provision of the Contract that expressly or by implication is intended to have effect after termination shall continue in full force and effect.

18. FORCE MAJEURE

18.1 Neither party shall be in breach of the Contract nor liable for delay in performing, or a failure to perform, any of its obligations under the Contract (except for payment) if such delay or failure result from events, circumstances or causes beyond its reasonable control including non-performance by suppliers, carriers, Manufacturers or Manufacturers undergoing an Insolvency (a "**Force Majeure Event**"). In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for one month, the party not affected may terminate the Contract by giving 14 days' written notice to the affected party.

19. GENERAL

19.1 Tech Data may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

19.2 The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of Tech Data.

19.3 Any notice given to a party under or in connection with these Conditions shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).

19.4 Any notice shall be deemed to have been received:
(a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and
(b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am UK time on the second Business Day after posting.
This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

19.5 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or

deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

19.6 **Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

19.7 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

19.8 **Entire agreement**

(a) The Contract, including any supplemental terms referred to in Clause 19.8(d) below, constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

(b) Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.

(c) Nothing in this clause shall limit or exclude any liability for fraud.

(d) The purchase of particular Goods or Services may include supplemental terms from the Manufacturer or otherwise, these are incorporated into these Conditions and are available at uk.techdata.com/supplemental_terms.

19.9 **Third parties rights**

(a) Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

(b) The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

19.10 **Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by an authorised representative of the parties. Tech Data may vary these Conditions by issuing a new version on the website uk.techdata.com, within InTouch or as communicated to the Customer from time to time. Any Order placed after any variation to these Conditions have been so communicated will be deemed to incorporate the variation in the Contract.

19.11 **Governing law.** The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.

19.12 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.