

Vendor Contracts Management Policy

EMEA – Legal Policy

Doc.Ref.: EMEA Policy
 Version: 2017/v.5
 Date: 20170601
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1.0 PURPOSE

- 1.1** This Policy establishes the required review, approval and level of authorized signature for Vendor Contracts entered into on behalf of Ingram Micro, Inc.'s subsidiaries in EMEA ("IM EMEA Subs"). Any Vendor Contract executed on behalf of IM EMEA Subs involves commitments and may put the company or company's assets at risk. Therefore, any Vendor Contract should be entered into only by associates formally authorized to do so, and only after the relevant departments/persons identified in this policy have approved it.
- 1.2** Vendor Contracts are not only meant to give IM EMEA Subs the right to distribute products or services and identify the structure of the business relationship. Vendor Contracts are also meant to cover and limit IM EMEA Subs' risks and to provide for more beneficial terms than those standard terms IM EMEA Subs' otherwise would be offered by the Vendors, and are the main and most important element of risk reduction and opportunity creation in the Vendor relationship. The contracts will define IM EMEA Subs' and the Vendor's rights and obligations under the business relationship; these rights and obligations should be defined as accurate and comprehensive as necessary to reduce the risk of any future disputes or conflicts and reflect what has actually been agreed between the parties.

2.0 APPLICABILITY

- 2.1** This policy applies to any and all IM EMEA Subs and operations.

3.0 DEFINITIONS

- 3.1** *Vendor Contract* is any form of contractual commitment -- oral, written or electronic -- binding the IM EMEA Subs, including but not limited to purchase orders, distribution agreements, broker agreements, and the like, pursuant to which IM EMEA Subs purchase products or services for resale ("Distribution Agreements"); as well as any collateral agreements to Distributions Agreements (including, but not limited to Amendments, Rebates, Termination, Assignment and Participation Agreements to a Distribution Agreement; Pass Through, Marketing, Reporting and Funded Head Agreements related to a Distribution Agreement). In assessing the applicability of this policy, the label of the document (for example, "memorandum", "agreement", "contract", "terms and conditions", and etcetera) is not determinative; rather, the *question is whether and how the document binds the IM EMEA Subs*.
- 3.2** *Legal Signatory/ies* are the authorized Ingram Micro associates with the legal capacity to represent and act on behalf the relevant IM EMEA Sub.
- 3.3** *Interested Departments* are departments of the relevant operations who have a need to know the terms and conditions of the relevant Vendor Contract.
- 3.4** *Fully Executed Contract* is a Vendor Contract that is signed by authorized representatives from all parties to the contract.
- 3.5** *Requestor* is the business owner (associate or department) who requests a Vendor Contract to be reviewed, approved and executed.
- 3.6** *Business Rationale* is a description of the proposed transaction, including its rationale as well as the risks and opportunities associated with it.

4.0 POLICY

- 4.1** Only a Legal Signatory of an IM EMEA Sub can execute Vendor Contracts for such IM EMEA Sub, and only after obtaining the required approvals.

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- 4.2** The signature authorization matrix attached hereto as Exhibit A ("Vendor Contracts Signature Authorization Matrix"), sets forth the persons and/or departments required to approve each Vendor Contract, as well as all Interested Departments, who should receive a copy of the Fully Executed Contract.
- 4.3** Requestor shall provide a Business Rationale to the approvers in order to simplify the approval process.
- 4.4** Requestor shall obtain and document all relevant approvals for the Vendor Contract.
- 4.5** By approving the Vendor Contract, the Requestor certifies to the Legal Department and to the Legal Signatory that all relevant approvals have been obtained and documented before the Legal Signatory may execute the Vendor Contract. (*Note: Due to IM EMEA Subs' corporate structure, the approver/s of an agreement may not necessarily be authorized to execute (sign) such agreement. Therefore, the Legal Signatory of an IM EMEA Sub may only execute an agreement after verifying that the approvals identified in the Vendor Contracts Signature Authorization Matrix are completed, or that such has been certified by the Requestor.*)
- 4.6** For archival purposes, Requestor shall be responsible to keep all relevant approvals and executed Vendor Contracts in accordance with Local Document Retention Policy.
- 4.7** **Distribution of the Vendor Contract.** Upon reception of the Fully Executed Contract, an electronic copy shall be sent to the Legal Department and to other Interested Departments by Requestor.
- 4.8** **Override of Policy.** This policy recognizes the need for flexibility in certain occasions. An officer at the level of Regional President, with notice to the Associate General Counsel, can override the review procedures but only upon a written determination that the urgency of a particular opportunity justifies the override.
- 4.9** The Chief Country Executives are ultimately responsible for setting up the internal processes of approval in their regions and for the compliance with this Policy by all local associates.

5.0 EXHIBIT

- 5.1** Exhibit A – Vendor Contracts Signature Authorization Matrix
- 5.2** Exhibit B – Recommended Vendor Contracts Management Procedure

6.0 REVISION HISTORY

- 6.1** This Vendor Contracts Management Policy supersedes the Vendor Contract Management Policy and Procedure for Europe.

7.0 APPROVAL & EFFECTIVE DATE

Effective Date: June 1st, 2017

DocuSigned by:

Mark Snider

28 April 2017

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Mark Snider

EVP Global Group President - EMEA

DocuSigned by:

Karel Everaet

28 April 2017

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Karel Everaet

Associate General Counsel & VP Legal -
EMEA

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Exhibit A - Matrix

Vendor Contracts Approval Matrix		
Regular Approvals	Required Approvals	Interested Departments
Local Vendor Contracts	Business Management Lead; Vendor Category Lead	Legal Department; Finance Department
EMEA Vendor Contracts (<i>Centrally Managed Vendors</i>)	European Vendor Category Engagement Lead	Legal Department, Finance Department
Deviation Approvals	Required Approvals	Interested Departments
Deviation from Minimum Commercial Terms	Chief Country Executive	Legal Department; Local Finance Department
Import or cross border transactions with direct shipment from the vendor to resellers or end users or unusual tax clauses.	EMEA Tax Department	Legal Department; Local Finance Department; Tax Department
In case of an extended Retention of Title (EROT) clause or request for corporate or bank guarantee	Global Treasury Department	Legal Department; Local Finance Department; Treasury Department
Especial Deliver Terms	Local Operations Department	Legal Department; Local Finance Department; Operations Department
Specific Invoicing Requirements	Local Finance Department	Legal Department; Local Finance Department
Deviation of Ingram Micro Standard Legal Terms or Distribution Agreements with an annual purchases forecast above 100,000,000€ (100M€)	EMEA Legal Department	Legal Department; Finance Department
Deviation from Minimum Legal Terms	VP - Assoc. Gen. Counsel EMEA	Legal Department; Local Finance Department
Caps in Intellectual Property Indemnities	EVP - General Counsel	Legal Department; Local Finance Department

Notes:

*Deviation Approval are in addition to Regular Approvals. Approvals in this Matrix are Additional to required approvals by local processes, if any.
 Delegates under written delegation of authority (including delegations by email or other electronic means) can approve on behalf of the delegator.*

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OBJECTIVES OF THIS PROCEDURE

The objectives of this Recommended Procedure are to achieve the following result:

Ownership:	The ownership of the review and negotiation of commercial terms is on the business, which shall identify the roles and responsibilities of the involved Operating Entity and departments.
Terms and conditions maximization:	Create a uniform process to achieve better contractual terms and reduce financial exposure.
Distribution:	Ensure that the appropriate Interested Departments are informed that a IM EMEA Sub has entered into a Vendor Contract and the conditions thereto
Archiving:	Ensure that all executed contracts are subject to proper filing and archiving for the purpose of statutory and internal record retention.
Compliance:	Ensure compliance with the Minimum Commercial and Legal Terms and that any exceptions are authorized by relevant departments and the appropriate approval levels, and that no business with a Vendor is started prior to a written Vendor Contract being executed, in compliance with Ingram Micro's Signatory Authorization Policy.
Knowledge retention:	Document the review process to avoid knowledge and experience leakage and have all involved associates following the appropriate procedures.
Contracting Party:	Ensure that the contract is executed by the appropriate IM EMEA Sub.

DEFINITIONS

CSC	Legal department's worldwide matter management system.
DocuSign	Third party cloud based service for the processing of electronic signatures.
Minimum Commercial Terms	The minimum commercial terms and conditions defined in this Policy under which Ingram Micro is prepared to enter into a contract with a Vendor.
Minimum Legal Terms	The minimum legal terms and conditions defined by VP Legal under which Ingram Micro is prepared to enter into a contract with a Vendor.
Negotiated Commercial Terms	The commercial terms negotiated and agreed with the Vendor to be included as part of the Vendor contract.
Negotiated Legal Terms	The legal terms negotiated with the Vendor to be included as part of the Vendor contract.
Signatory Authorization Policy	The policy adopted by Ingram Micro Europe setting out the process for the review, approval and execution of agreements with third parties.
Standard Commercial Terms	The terms and conditions set in one of Ingram Micro's Standard Distribution Agreements.

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Standard Distribution Agreement Ingram Micro Europe's template distribution agreement made available by Legal.

Standard Legal Terms The legal terms reflected in the main body of Ingram Micro's Standard Distribution Agreement.

Vendor Any third party from which Ingram Micro purchases products or services for inventory (services, software and hardware) and resale to customers excluding suppliers of non-inventory products or services.

PROCEDURE (STEP BY STEP)

I) BUSINESS REVIEW

Owner: Business

- The Requestor, as defined in the Vendor Contracts Management Policy, is the responsible for the business review and approval process.

Purpose

- Negotiate the commercial terms of the Vendor Contract
- Leverage existing contract terms within Ingram Micro
- Document the Negotiated Commercial Terms
- Ensure review of the business relationship before terminating a Vendor Contract
- Obtain approval from the required approval levels

Process steps

- Verify with the Legal Department if there are any existing agreements in place with the Vendor in other countries or regions and consider using such agreements as basis for the Vendor Contract.
- Present the Standard Distribution Agreement to the Vendor to ensure adequate contractual protection levels
- Negotiate on the basis of the Standard Commercial Terms and any existing Vendor Contracts as a guideline
- If IM is required to accept and sign standard contract terms made available by Vendor electronically, the agreement shall not be accepted prior to review in accordance with phase two below
- Negotiations shall not result in terms less beneficial than the Minimum Commercial Terms. In case they do, they would require specific approvals which Requestor shall obtain and document
- Add any draft contract presented by the Vendor (this includes downloading from Vendor's website and making available any template contract required to be signed by IM in electronic format)
- If termination of a contract, conduct a review of the implications for the business
- Collect and document all required approvals according to the Vendor Agreements Management Policy

Tools

- Commercial Terms Summary
- Standard Distribution Agreements
- Other IM contract and termination letter templates

Handover/Result

Upon completion of the process steps, and in case Legal Review is required, the Requestor shall provide the Legal Department:

- Commercial Terms Summary:** a brief summary of the Negotiated Commercial Terms identifying any deviations from the Minimum Commercial Terms; and
- The Draft Contract** under which IM EMEA Sub and the Vendor will negotiate, whether such draft is a Standard Distribution Agreement or a Vendor generated template.

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II) LEGAL REVIEW

Owner: Legal

- When Vendor Contracts contain Legal Terms (as described in the Annex 1 of this Procedure) which deviate from Ingram Micro Standard Legal Terms, or Distributions Agreements with an annual purchases forecast above 100,000,000€(100M€), the Legal Department will review them, whether they are local country or region wide.

Purpose

- Sanity check the Minimum Commercial Terms
- Negotiate the Legal Terms
- Summarize the Negotiated Legal Terms for the purpose of approval by legal department (including approvals from VP – Assoc. Gen. Counsel EMEA or General Counsel, if required) and contract signature
- Ensure that the final Vendor Contract reflects what has been agreed with the Vendor
- Ensure that the appropriate entity is entering into the Vendor Contract
- If termination, review the Vendor Contract and advise of any legal consequences

Process steps

- Review of the documents received from the Requestor
- Compare the Negotiated Commercial Terms with the Minimum Commercial Terms
- Reflect the Negotiated Commercial Terms in the Draft Contract
- If no Draft Contract is submitted, the Vendor Contract will be based upon a Standard Distribution Agreement or other template agreements
- If IM is required to accept and sign contract terms made available by Vendor electronically, the contract terms shall not be signed prior to approval by Legal
- Review and negotiate with Vendor the Legal Terms in light of the Minimum Legal Terms
- Summarize the essential Legal Terms for the purpose of approval and signature
- Seek the approval from the Requestor and, if required, from VP – Assoc. Gen. Counsel EMEA or General Counsel.

Tools

- Standard Distribution Agreement
- Other IM contract and termination letter templates
- Vendor contract database (CSC)

Result

- Finalization of the Negotiated Vendor Contract, or
- Refusal to enter into a Vendor Contract, or
- Termination of existing Vendor Contract

Handover

- When all contractual terms have been agreed, all relevant contract documents shall be submitted to the Legal Department for processing signature
- Legal may seek approval of Requestor using DocuSign to record and process the approval
- After the approval by the Requestor, which certifies that all internal approvals are obtained and documented, the Legal Department will commence the Execution step
- Legal can give approval to an authorized officer (at director level) to sign the contract electronically if Vendor has required execution through its own portal or by other electronic means
- When a termination of a Vendor Contract has been approved, the termination letter will be drafted and prepared by Legal

III) EXECUTION

Owner: Legal/Business

Purpose

- Ensure proper signature of the contract by Vendor and IM EMEA Subs

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- If the contract shall be signed electronically on Vendor's website or otherwise, give advice on which officer can sign the contract
- IM EMEA Sub's signature on the contract shall primarily be done using DocuSign

Process steps

- In case the Vendor Contract requires Legal Review or in case of Distribution Agreements, after the approval by the Requestor (which confirms that all relevant approval have been obtained and documented), the Legal Department, will process the contract for signature (using DocuSign) on behalf of IM EMEA Sub. The signatory shall be the VP – Assoc. Gen. Counsel EMEA.
- In case of all other Vendor Contracts, after the approval by the Requestor (which confirms that all relevant approval have been obtained and documented), the Requestor shall obtain the relevant Legal Signatory/ies of the IM EMEA Sub. In this case, the Legal Department may provide support to the Requestor in obtaining signatures electronically via DocuSign.
- In case the Vendor is also signing electronically in the same process, the Legal Department will collect the signature of the Vendor's legal signatory.
- In case the Vendor rejects to sign electronically or does it so in a different system, Requestor shall be responsible of obtaining the fully executed contract from Vendor as soon as possible and to provide the Legal Department with a copy of it
- No purchase orders shall be raised before a contract has been signed by Vendor and Ingram Micro
- If termination of a contract, Legal will prepare and send the termination letter to the Vendor

Tools

- DocuSign
- Vendor contract data base (CSC)

Results

- Completion and filing of a fully executed contract
- Summary of the certain Negotiated Commercial and Legal Terms in contract database
- If termination, the termination of an existing Vendor contract

IV) DISTRIBUTION AND ARCHIVING

Owner: Business

Purpose

- Ensure that all Interested Departments are notified of the execution of a Vendor Contract and the conditions of it.

Process steps

- Once the contract is fully executed, the Requestor shall send an electronic copy of it to the Legal Department and to all Interested Department.
- Copies of Vendor contracts will be filed by Legal using Legal's matter management system (CSC).
- If the contract is signed electronically using a tool provided by the Vendor, a copy of such contract shall be downloaded from Vendor's website as pdf and submitted to Legal for archiving.
- Legal will summarize certain Negotiated Commercial and Legal Terms in the contract database
- In case the execution of the document has been done fully through DocuSign, the Legal Department may support the Requestor by including the submission of the fully executed party in the automated process

Tools

- DocuSign
- Electronic mail system

Results

- Distribution of the Vendor Contract and its content to all Interested Department and Archiving of the Vendor Contract in CSC Database

SUPPORT DOCUMENTS

1.- Commercial and Legal Terms

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COMMERCIAL TERMS

ITEM	STANDARD COMMERCIAL TERMS	MINIMUM COMMERCIAL TERMS
VOLUME COMMITMENTS	<ul style="list-style-type: none"> No purchase commitments No minimum order quantities 	<ul style="list-style-type: none"> No purchase commitments
CANCELLATION & RESCHEDULING OF PURCHASE ORDERS	<ul style="list-style-type: none"> IM can cancel or reschedule any PO before product shipment 	<ul style="list-style-type: none"> No penalties for rescheduling of POs
PRICE CHANGES	<ul style="list-style-type: none"> 30 days prior notice of any price changes 	<ul style="list-style-type: none"> Price increases should be notified 5 days prior to date of price change No price increase on accepted POs
PRICE PROTECTION	<ul style="list-style-type: none"> Full protection for all products on backorder, in inventory and in transit, irrespective of when the products were purchased or delivered 	<ul style="list-style-type: none"> Full price protection on all products in transit to IM and products purchased less than 60 days before the effective date of the price decrease (or discount increase)
DELIVERY TERMS	<ul style="list-style-type: none"> Delivery will made DDP (Incoterms 2010) IM's warehouse 	<ul style="list-style-type: none"> Minimum a C or D Incoterm IM's warehouse Risk of loss and damage in transport to be borne by vendor
PAYMENT TERMS	<ul style="list-style-type: none"> 60 days net 3% 15 days (v. 60 days) 90 days on initial order Due date calculated from date of invoice or product delivery, whichever is the later No late payment charges 	<ul style="list-style-type: none"> 30 days net from receipt of products 1% 15 days (v. 30 days) If late payment charges: maximum permitted by law or ECB base rate + 8%
DEDUCTION FROM INVOICE "DFI"	<ul style="list-style-type: none"> Right to deduct any unpaid claims against any Vendor invoice 	<ul style="list-style-type: none"> Right to deduct any claims that have not been paid or credited by the Vendor within 90 days against any Vendor invoice
RETURNS - STOCK ROTATION	<ul style="list-style-type: none"> Right to return any products at any time against credit of the original purchase price (less credits received) Return right includes obsolete products 	<ul style="list-style-type: none"> Right to return 10% of the value of products purchased in the last quarter before return (can accept replacement order at maximum return value) New vendors: right to return 100% of initial purchase order
RETURNS – DEFECTIVE PRODUCTS	<ul style="list-style-type: none"> Unlimited returns against credit of DOA and defective products Vendor is responsible for the handling of defective products and in-warranty returns from IM's customers and the end users 	<ul style="list-style-type: none"> Full return of DOA products within 180 days of end user purchase against replacement or credit
RETURNS – UPON TERMINATION	<ul style="list-style-type: none"> Full return against credit/cash of the original purchase price regardless of who is terminating 	<ul style="list-style-type: none"> Full return rights in case the contract is terminated by vendor (for whatever reason) Right to return defective products following termination against credit or compensation to handle future warranty returns
MARKETING FUNDS/ ACTIVITIES	<ul style="list-style-type: none"> MDF/co-op corresponding to 2% of purchases (as invoiced by the vendor) 	<ul style="list-style-type: none"> MDF/Co-op should be equal to 0.5% of the purchase value

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PERFORMANCE REBATES	<ul style="list-style-type: none"> New vendors: a launch fund 5% rebate calculated on net purchases for achievement of sales out targets Vendor shall reward for target achievements as a fixed amount or % of sale 	
REPORTING	<ul style="list-style-type: none"> Standard reports offered upon request from vendor 1% reporting rebate for standard reports Non-standard and POS reports subject to additional rebate/fee Non-standard reports subject to a rebate/fee 1% rebate for POS reports 	
SERVICE FEES	<ul style="list-style-type: none"> 20€ fee (per claim) for handling of claims and/or pass-throughs 20€ fee (per unit) for handling of defective product returns N/A 	
LEGAL TERMS		
ITEM	STANDARD LEGAL TERMS	MINIMUM LEGAL TERMS
ARBITRATION	<ul style="list-style-type: none"> No arbitration Disputes to be resolved by ordinary courts 	<ul style="list-style-type: none"> Arbitration is acceptable if the amount of dispute is in excess of 1M €
ASSIGNMENT	<ul style="list-style-type: none"> Contract is assignable to another IM company ultimately owned by Ingram Micro Inc. The consent of the other party is required before assignment of the contract by the other party (consent not to be unreasonably withheld) 	<ul style="list-style-type: none"> No assignment by vendor permitted unless prior notice is provided IM can assign the contract to any other entity ultimately owned by Ingram Micro Inc
AUDIT RIGHTS	<ul style="list-style-type: none"> No audit rights included 	<ul style="list-style-type: none"> No audit costs or penalties shall be applied against IM Any third party conducting audit on behalf of vendor shall be required to sign a NDA Look back period 2 years or less No audit of compliance with anti-bribery laws
COMPETITION	<ul style="list-style-type: none"> Full compliance with EU and territory competition laws 	<ul style="list-style-type: none"> No minimum resale prices or margins No restrictions on resale within the EEA No reporting of sales prices or margins
DATA PROTECTION	<ul style="list-style-type: none"> Full compliance with data protection laws 	<ul style="list-style-type: none"> Transfer of IM personal data outside the EEA not permitted unless under Safe Harbour, Binding Corporate Rules or Data Transfer Agreement
GOVERNING LAW	<ul style="list-style-type: none"> The laws of the country in which IM has placed its purchase order 	<ul style="list-style-type: none"> Any laws of the EU/EFTA countries
INDEMNIFICATION	<ul style="list-style-type: none"> Full indemnification for product non-conformity (defects and product recall), infringement of IPR, and applicable laws pertaining to products and their manufacturing, labelling and packaging 	<ul style="list-style-type: none"> Full indemnification for product non-conformity (defects and product recall), infringement of IPR, and applicable laws pertaining to products and their manufacturing, labelling and packaging

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INTELLECTUAL PROPERTY RIGHTS	<ul style="list-style-type: none"> Use of IM's trade mark subject to approval Use of Vendor trade mark is authorized 	<ul style="list-style-type: none"> Right for IM and customers to use Vendor's trademarks/logos in marketing free of charge
LIMITATION OF LIABILITY	<ul style="list-style-type: none"> No limitation of vendor's liability 	<ul style="list-style-type: none"> No limitation of vendor's liability for death/personal injury No limitation on indemnity for IPR infringements The lowest liability shall not be below the value of the products purchased from vendor
RETENTION OF TITLE	<ul style="list-style-type: none"> Title passes upon delivery of products to IM 	<ul style="list-style-type: none"> Title passes upon payment of the Vendor's invoices No extended retention of title (security in the proceeds of sale/AR) is permitted
TERRITORY	<ul style="list-style-type: none"> European Economic Area & Switzerland 	<ul style="list-style-type: none"> European Economic Area & Switzerland
WARRANTY	<ul style="list-style-type: none"> Vendor shall provide warranties on all products on a pass through basis or to end users directly 	<ul style="list-style-type: none"> Compliance with all producer directed legislation and technical standards in the EEA Minimum 1 year warranty period (2 years for consumer products) Provide declarations of conformity
US LAWS	<ul style="list-style-type: none"> Compliance by either party with all export laws and the US Foreign Corrupt Practices Act 	<ul style="list-style-type: none"> Vendor shall comply with all export laws and the US Foreign Corrupt Practices Act
TERM AND TERMINATION	<ul style="list-style-type: none"> Term of at least one year Automatic renewal only if notice of renewal has been given by IM 	<ul style="list-style-type: none"> No minimum term required Termination with at least 90 days written notice If automatic renewal any notice of renewal or non-renewal shall be given with at least 90 days' notice
MODIFICATIONS	<ul style="list-style-type: none"> All changes to the terms of contract are subject to written consent by the parties 	<ul style="list-style-type: none"> No change to the terms of contract without IM's written approval
LIQUIDATED DAMAGES/PENALTIES	<ul style="list-style-type: none"> No penalties or liquidated damages applied for breach of contract or other obligations 	<ul style="list-style-type: none"> No penalties or liquidated damages for breach of contract or other obligations
NON-SOLICITATION	<ul style="list-style-type: none"> Vendor shall not solicit the employment of IM associates during the term of the agreement 	<ul style="list-style-type: none"> Only during the term of the agreement
WEEE AND COPYRIGHT LEVIES	<ul style="list-style-type: none"> Vendor shall be the producer and importer for WEEE and copyright purposes Full reimbursement or Indemnification by Vendor of any fees and levies incurred by IM 	<ul style="list-style-type: none"> Full reimbursement of all costs for products delivered from outside the IM country of sale; or Purchase prices do not include vendor's payment of any WEEE fees, copyright levies and similar charges Full reimbursement or Indemnification by Vendor of any fees and levies incurred by IM.