

Terms and Conditions of Sale

The sale of products and services („Products“) by Tech Data d.o.o. Beograd and its divisions, subsidiaries, and affiliates („TECH DATA“) to a customer („Customer“) are subject to these terms and conditions („Agreement“) regardless of other terms or conditions in any purchase order, document, or other communication of Customer („Order“) or TECH DATA 's failure to object to such other terms. This Agreement may only be modified in writing signed by authorized representatives of both Tech Data and Customer.

1. ORDERS

Unless otherwise stated on the quote, TECH DATA quotes are invitations to tender and are subject to change at any time without notice. All Orders are subject to acceptance by TECH DATA. Contracts between Customer and TECH DATA are formed upon TECH DATA's written acceptance, Electronic Data Interchange („EDI“) acknowledgment or execution of Customer's Order and are subject to this Agreement. All Orders for Products that TECH DATA identifies as nonstandard or „NCNR“ are non-cancelable and non-returnable. TECH DATA may identify Products as non-standard or „NCNR“ by various means including quotes, Products lists, attachments or exhibits. Customer may not change, cancel or reschedule Orders for standard Products without TECH DATA's consent. TECH DATA reserves the right to allocate the sale of Products among its Customers.

2. PRICES

Unless otherwise stated on TECH DATA's proposal, quote or invoice, prices are for Products only and do not include taxes, freight, duties or any other charges or fees for additional services (collectively, „Additional Fees“). Unless otherwise stated on TECH DATA's proposal, quote or invoice, Customer is responsible for any and all Additional Fees.

3. TERMS OF PAYMENT

Payment is due as stated on TECH DATA's invoice without offset or any deduction for withholding taxes or otherwise. On any past due invoice, TECH DATA may charge interest from the payment due date to the date of payment at 18% per annum or the maximum amount allowed by applicable law,

plus reasonable attorneys' fees and collection costs, with a minimum fee of 40 Euros for sales in France. At any time, TECH DATA may change the terms of Customer's credit. TECH DATA may apply payments to any of Customer's accounts. If Customer defaults on any payment, TECH DATA may reschedule or cancel any outstanding delivery or Order and declare all outstanding invoices due and payable immediately. Unless otherwise provided by applicable law, Customer credits provided by TECH DATA will expire if unused within 12 months.

4. DELIVERY

Unless otherwise stated by TECH DATA in writing, all TECH DATA deliveries from the European Union are CPT customer's delivery location, and all TECH DATA deliveries from outside the European Union are EXW TECH DATA's warehouse or, for drop shipments, EXW the manufacturer's warehouse (INCOTERMS 2010). TECH DATA's delivery dates are estimates only and subject to TECH DATA's timely receipt of supplies. TECH DATA is not liable for delays in delivery, for partial or early deliveries and Customer shall accept delivery. Customer may not cancel any other Orders based on delayed delivery of any part of an Order.

5. SOFTWARE

Software is the machine readable (object code) version of computer programs („Software“). Customer's use of Software and any related documentation shall be governed by the Software's applicable license agreements. Software embedded in or bundled with hardware must be used solely with the device for which it was intended and may not be transferred separately.

6. WARRANTY

Customer acknowledges that TECH DATA is not the manufacturer of the Products. To the extent legally and contractually permitted, TECH DATA shall pass through to Customer any transferable Product warranties, indemnities, and remedies provided to TECH DATA by the manufacturer, including those for intellectual property infringement. If required by law, TECH DATA warrants that at the time of

delivery, Products will conform to the specifications stated by the manufacturer in its published data sheet for the Products. All warranty claims shall be time-barred 12 months from the time of delivery of the non-conforming Products. If TECH DATA performs value-added work such as integration work, tapeand-reel, or programming, TECH DATA warrants such value-add work will conform to Customer's written specifications accepted by TECH DATA for 90 days after TECH DATA delivery. Customer will be deemed the manufacturer of such value-added Products. TECH DATA MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, SUCH AS WARRANTY OF MERCHANTABILITY, FITNESS FOR PURPOSE OR NON-INFRINGEMENT. Customer's sole remedies for breach of TECH DATA's warranty are, at TECH DATA's choice: (i) repair of the Products; (ii) replacement of the Products; or (iii) refund of Customer's purchase price for the Products. TECH DATA makes no representation or warranty with respect to Software and will have no liability in connection therewith. Unless it is specifically stated in the Software's applicable license agreement, SOFTWARE IS PROVIDED „AS IS“ WITH NO ADDITIONAL WARRANTY.

7. PRODUCT RETURN

Customer may return Products to TECH DATA only with a return material authorization („RMA“) number issued by TECH DATA. (A) Returns for Visual Defect: Customer must notify TECH DATA in writing of any damage to the outer packaging or the Products, shortage, or other discrepancy („Visual Defect“) within three business days after receipt of the shipment; otherwise, Customer is deemed to have accepted the Products. (B) Returns for Product Warranty: Customer must notify TECH DATA in writing stating the specific Product defect within the warranty period. TECH DATA will only issue an RMA if the defect (either for Visual Defect or for Product Warranty) is created solely by TECH DATA or the original manufacturer, and only if Customer meets the notice requirement. TECH DATA will not grant RMAs for damage, shortage, or other discrepancy created by Customer, the carrier or freight provider, or any other third party. Upon receiving the RMA, Customer must return the Products to TECH DATA in compliance with TECH DATA's instructions in the RMA. TECH DATA may assess all Products returned by Customer via RMA. If TECH DATA determines such Products are not eligible for return, TECH DATA will send such Products back to Customer on freight collect basis, or hold such Products for Customer's collection and on account at Customer's expense.

8. LIMITATION OF LIABILITY

TECH DATA's liability to Customer is limited to Customer's direct damages up to an amount not exceeding the price of the Product at issue. This limitation of liability does not apply in case of death or personal injury caused by TECH DATA's negligence. TECH DATA is not liable for and Customer is not entitled to any indirect, special, incidental or consequential damages (for example, loss of profits or revenue, loss of data, loss of use, rework, repair, manufacturing expense, costs of product recall, injury to reputation or loss of customers). To the extent TECH DATA cannot lawfully disclaim any implied or statutory warranties, Customer's statutory rights are not affected by this limitation of liability.

9. FORCES BEYOND TECH DATA'S CONTROL

TECH DATA is not liable for failure to fulfill its obligations under this Agreement due to causes beyond its reasonable control (for example, acts of nature, acts or omissions of Customer, operational disruptions, man-made or natural disasters, epidemic medical crises, materials or Product shortages, strikes, criminal acts, delays in delivery or transportation, or inability to obtain labor, materials or Products through regular sources).

10. USE OF PRODUCTS

Customer shall comply with the manufacturer's Product specifications. Products are not authorized for use in life support systems, human implantation, nuclear facilities or any other application where Product failure could lead to loss of life or property damage. If Customer uses or sells the Products for use in such applications or fails to comply with the manufacturer's Product specifications, Customer acknowledges that such use, sale, or non-compliance is at Customer's sole risk. Customer shall indemnify, defend and hold TECH DATA harmless from any claims based on: (i) TECH DATA's compliance with Customer's designs, specifications, or instructions, (ii) modification of any Product by anyone other than TECH DATA, or (iii) use of Products in combination with other products or in violation of this clause.

11. EXPORT/IMPORT

Certain Products and related technology sold by TECH DATA are subject to export control regulations of the United States, the European Union, and/or other countries, excluding boycott laws („Export Laws“). Customer shall comply with such Export Laws and obtain any license or permit required to transfer,

export, re-export or import the Products and related technology. Customer shall not export or re-export the Products and related technology to any country or entity to which such export or re-export is prohibited, including any country or entity under sanction or embargoes administered by the United States, European Union or other countries. Customer shall not use the Products and related technology in relation to chemical, biological or nuclear weapons, rocket systems (including ballistic missile systems, space launch vehicles and sounding rockets) or unmanned air vehicles capable of delivering same, or in the development of any weapons of mass destruction.

12. ELECTRONIC ORDERS

If any part of the purchase and sale of Products, including Customer's NCNR acknowledgment or demand forecast, uses EDI, Customer's internal portal, third party portal or any other electronic means („Electronic Purchase Order“), this Agreement will continue to apply to the purchase and sale of Products between Customer and TECH DATA. Customer's acceptance of TECH DATA's acknowledgment request or TECH DATA's specification of details with respect to Electronic Purchase Orders via writing, email or other EDI is binding on Customer.

13. ENVIRONMENTAL COMPLIANCE

Where applicable, Customer is responsible for all obligations and liabilities under the European Union's (i) Waste Electrical and Electronic Equipment Directive (2012/19/EU), (ii) Packaging Waste Directive (94/62/EC) and (iii) Batteries Directive (2006/66/EC), all as amended and all related national implementing measures in force from time to time.

14. ANTI-BRIBERY & ANTI-CORRUPTION

Customer is subject to all applicable anti-bribery and anti-corruption laws („ABAC Laws“) and shall comply with all applicable ABAC Laws. Customer shall not: (a) take any action or permit or authorize any action by a third party in violation of ABAC Laws; (b) use your 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 Customer breaches this section, he will indemnify, defend, and hold harmless Tech Data related to the violation of any ABAC Laws.

15. GENERAL

- A. This Agreement shall be governed, construed, and enforced in accordance with the laws of the country where the TECH DATA entity that accepted Customer's Order („Governing Country“) is located without reference to the conflict of laws principles. If the Governing Country is the United States of America, the laws and courts of the State of Arizona will apply. The United Nations Convention for the International Sale of Goods shall not apply. The courts of the Governing Country shall have jurisdiction and venue over all controversies arising out of, or relating to, this Agreement.
- B. Customer may not assign this Agreement without TECH DATA's prior written consent. TECH DATA's affiliates may perform TECH DATA's obligations under this Agreement. This Agreement is binding on successors and assigns.
- C. The unenforceability or invalidity of any of these terms or conditions will not affect the remainder of the terms or conditions.
- D. Products, including software or other intellectual property, are subject to any applicable rights of third parties, such as patents, copyrights and user licenses, and Customer shall comply with such rights.
- E. Customer shall comply with all applicable laws, including anticorruption laws such as U.S. Foreign Corrupt Practices Act and UK Bribery Act.
- F. The parties agree that electronic signatures may be used and will be legally valid, effective, and enforceable.
- G. Product information (for example, statements or advice (technical or otherwise) advertisement content, and information related to a Product's specifications, features, export/import control classifications, uses or conformance with legal or other requirements) is provided by TECH DATA on an „AS IS“ basis and does not form a part of the properties of the Product. TECH DATA makes no representation as to the accuracy or completeness of the Product information, and DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND LIABILITIES UNDER ANY THEORY WITH RESPECT TO THE PRODUCT INFORMATION. TECH DATA recommends Customer validate any Product Information before using or acting on such information. All Product information is subject to change without notice. TECH DATA is not responsible for typographical or other errors or omissions in Product information.
- H. This Agreement is made in English. In the event a specific language version of this Agreement exists, such specific

version shall prevail and govern any agreement entered into between TECH DATA and Customer within the respective jurisdiction, having that language as the official language of the parties' agreement, even if such specific language version deviates from, or is inconsistent with the terms and conditions of this Agreement.