

1. GENERAL

1.1 **These Terms:** The supply of Goods under a Purchase Order (**PO**) accepted by Sektor Ltd (NZBN 9429032411904) (**Company, Us, We, Our**) to the Customer (**You, Your**) will be subject to these Terms and Conditions of Sale (**Terms**).

1.2 Variation:

- (a) No variation of, or substitution for these Terms (even if included or referred to in the PO) will be binding on Us, without Our prior written approval. To be clear, these Terms will prevail over any of Your terms and conditions including those contained in any document between Us. These Terms also supersede all prior discussions and arrangements.
- (b) We may amend these Terms by written notice to You. Such amended Terms will be by mutual agreement requiring Your re-signing of those amended Terms. PO's received after such notice but prior to mutual acceptance of the amended Terms may cause deliveries of PO's to be delayed. Any change to credit terms will be by separate advanced notice.

1.3 **Availability:** Acceptance of these Terms does not mean You will have access to all Goods. Certain Goods are classified as 'Authorised Goods' and are not available to all customers.

2. SEKTOR WEB ORDERING PORTAL - ORDERS AND WEB ACCESS

2.1 Your access:

- (a) Our website, <http://www.th.sektor.co> and Our URL's that link to Our web site provide You with access to product details, specific pricing to Your account, RMA tracking, service job tracking, the ability to view invoices and statements, along with other information helpful to You as a reseller of the Goods, via a secured logon. As this **information is confidential** and specific to You, a User ID and initial Password is required.
- (b) To access Your account portal for the first time, click on "Sign In" (<https://www.th.sektor.co/MyAccount/SignIn>) at the top of our home page and follow instructions to register.

2.2 **The Sektor Web ordering portal:** These Terms apply to all orders placed by You on the Sektor web ordering portal. We may restrict access to the web ordering portal at any time without prior notice to You.

3. PRICES

3.1 **Changes:** Unless otherwise agreed in writing, We may vary the prices stated for the Goods, including to take account of any increase in shipping costs, product costs or cost of materials, services or exchange rate fluctuations. Price variations will apply to any PO sent to us after the date of such price variation. If we vary the price prior to acceptance of a PO we will notify you of such varied price and you may withdraw the PO (and if you do not, the price for any accepted PO will be the price as varied).

3.2 **Pricing in a PO:** We reserve the right to accept or reject any PO (written or verbal), at Our discretion. However, if a PO is accepted, We will not vary the prices without Your prior written consent.

3.3 **GST exclusive:** All prices listed are GST exclusive unless otherwise stated.

4. PAYMENT

4.1 **Timing:** Payment for Goods must be made prior to delivery, except as set out below.

4.2 **Payment method and fees:** Payment may be made by Electronic Funds Transfer, Visa or MasterCard. Payments accepted by credit card will incur a fee.

4.3 Credit terms:

- (a) We may offer credit terms if a satisfactory trading history has been established with Us (determined by Us in our sole discretion).
- (b) If credit terms are extended to You, We may reduce or withdraw any credit extended to You and require You to immediately pay all monies owed to Us if You:
 - (i) breach any of these Terms; or
 - (ii) in Our reasonable opinion, You are suffering from an insolvency event, or are likely to be unable to pay Your debts as they fall due, or You have had a receiver or liquidator appointed, or may or are undergoing any similar event.
- (c) Without prejudice to any other rights of Ours, unless payment is made to Us on or before the due date, Your account will be automatically suspended until payment is made in full and received in cleared funds to Us (unless payment is otherwise arranged and confirmed in writing by Us).

4.4 **Solvency:** You warrant that as far as You are aware, You and Your shareholders, controllers, owners and affiliates (as applicable) are solvent and able to pay debts as they fall due.

4.5 Interest and costs for late payment:

- (a) You agree to pay interest to Us on all overdue charges at the rate of 1.5% per month, payable monthly. Interest will accrue from the due date until actual payment occurs.
- (b) You must also pay to Us all debt collection agency costs and legal fees incurred by Us in recovering over-due payment. Interest will also accrue on these costs and expenses at the rate of 1.5% per month calculated monthly from the date on which they are paid by Us until payment of the same by You to Us.

4.6 **THB:** All payments must be made in Thai Baht unless otherwise agreed in writing.

4.7 **No deduction or withholding:** Except as otherwise described in these Terms, You must pay all amounts under these Terms in full without any deduction or withholding, except as required by law. You must not assert any credit, set-off or counterclaim against Us, in whole or in part.

4.8 **Payment dispute:** If You dispute any invoice (in whole or in part), You must provide full details, including supporting information, of the dispute to Us. Disputes regarding invoices are deemed to be waived 20 business days following the invoice date. If any portion of an invoice is not disputed, that undisputed amount must be paid by no later than the payment due date.

5. DELIVERY

5.1 Delivery location arrangements:

- (a) Delivery will be made to the location specified on the PO. You will be liable for all freight costs. You must provide reasonable access to the point of delivery for offloading of the Goods without delay. Unless otherwise agreed in writing, You are responsible for (at Your expense) providing labour or necessary equipment to ensure the Goods can be offloaded safely.

- (b) If You do not take delivery of the Goods, We may, at our discretion and without prejudice to any other rights:
- store or arrange for storage of the Goods and charge You for all costs and expenses including transportation, storage and insurance;
 - make arrangements for the redelivery of the Goods and charge You for the costs of redelivery; and
 - after 10 business days, resell or otherwise dispose of part or all of the Goods.

5.2 **Instalments:** We may deliver the Goods in instalments. Any delay in delivery or defect in an instalment does not entitle You to cancel any other instalment.

5.3 **Damaged, lost or destroyed Goods:**

- (a) If Goods are damaged in transit to You or not all Goods ordered are delivered, You must:
- promptly notify Us and the relevant carrier; and
 - provide a second written notification including a detailed and complete claim within 5 business days of delivery.
- (b) If Goods are lost or destroyed in transit, You must:
- notify Us and the relevant carrier within 5 business days of the consignment date (as notified by Us); or
 - where the carrier's tracking notification states a delay in delivery, You must notify Us within 5 business days of the carrier's revised delivery date. For tracking purposes, You will receive the invoice for the delivery prior to the shipment being received.
- (c) Unless You notify Us and the carrier as required by this clause, We will have no responsibility to investigate or remedy any issue related to the delivery of the Goods.

5.4 **Delivery dates approximate:** Any period or dates quoted for delivery are approximate only. We accept no liability for any loss, injury, damage or expenses arising out of or in connection with any delay in delivery. Undue delay caused by any circumstance beyond Our control will not entitle You to cancel any PO or to refuse to accept delivery, unless otherwise agreed by Us in writing.

5.5 **Overseas Goods:** If We are required to procure overseas Goods to fulfil a PO, the PO is subject to confirmation by Us, and may also be subject to an import licence being available if and when required.

6. **INSURANCE**

We will insure Goods while in transit from Our premises to the delivery address. You are responsible for insuring Goods once those Goods have been delivered to the delivery address, except where those Goods are 'Evaluation Goods'.

7. **CANCELLATION OR CHANGE OF PURCHASE ORDER**

- 7.1 **Cancellation or Change of PO:** Your PO is deemed to be accepted by Us within 2 business days of receipt unless We advise You otherwise. Once a PO has been accepted by Us it may not be changed or cancelled by You for any reason without Our written consent. Where We consent to a change or cancellation, we may charge a fee which represents our costs in administering such change or cancellation.
- 7.2 **Cancellation of Dispatched Order:** Once an order has been invoiced and dispatched by Us it may not be cancelled by You without Our written consent. An order cancelled by You will incur a re-stocking fee of THB750 or 15% of the invoiced value, whichever is the greater. You acknowledge that Our entitlement under this clause is reasonably proportionate to the loss that would be suffered by Us if an order is cancelled.
- 7.3 **Change of Delivery Date:** You agree to take delivery of any order as soon as the Goods are available unless otherwise agreed by Us in writing at the time of acceptance of your order. You may not delay delivery of any order without Our written consent and where a delay is agreed, it may be subject to a fee at Our sole discretion. You acknowledge that Our entitlement under this clause is reasonably proportionate to the loss that would be suffered by Us if delivery of an order is delayed.

8. **RETURNS**

- 8.1 **Returns need Our approval:** Return of any Goods that are not damaged or destroyed is subject to Our prior written consent. If We consent to a return, then:
- Goods must be returned in the manner described in this clause, and
 - may be subject to a fee at Our sole discretion.
- 8.2 **RMA:** Before returning such Goods, You must request, and We must have issued, a Return Merchandise Authorisation (**RMA**). Goods will not be accepted for return by Us without the RMA number label displayed on the outer packaging of the returned Goods.
- 8.3 **Requirements for return and shipping method:** Goods must be returned to Us in original unmarked packaging including all original documentation and accessories. You must ensure that returned Goods are shipped to Us (in accordance with our directions) and insured (paid by You).
- 8.4 **Unauthorised Returns:** Unauthorised returns will be shipped back to You at Your expense (a handling fee may also apply).

9. **OWNERSHIP**

- 9.1 **Risk:** Risk in Goods supplied by Us passes to You on delivery to You or into custody on Your behalf.
- 9.2 **Title:** Title in the Goods supplied by Us pass to You when all outstanding indebtedness is paid to Us in respect of those Goods.
- 9.3 **Retained Goods:** The following applies to any Goods delivered to You, to which You do not have title, including any Evaluation Goods (**Retained Goods**):
- (How You must deal with goods)** Until full payment for those Goods has been made to Us, You agree that:
 - You hold Retained Goods as fiduciary and bailee agent for Us;
 - You will store, at all times, the Retained Goods separately from Your or any third party's goods so that they remain identifiable;
 - You will not encumber or allow any charge or security interest over the Retained Goods;
 - You will insure the Retained Goods; and
 - We are permitted to enter Your premises on reasonable prior notice to inspect and/or repossess the Retained Goods, and to keep or resell any of the Retained Goods repossessed.
 - (Intermingling goods)** If You manufacture, intermingle or deal with the Retained Goods such that they become an integral part of any other object (**Processed Goods**) then You hold such Processed Goods on trust for Us until payment for those goods has been paid in full to Us.

- (c) **(Normal course of trade activities)** Unless otherwise directed by Us, You may (on behalf of Us as Principal) sell the Retained Goods and Processed Goods to a third party in the normal course of trade. You are accountable to Us for the proceeds derived from such sale, and You will hold such proceeds on trust for Us. You must pay the proceeds to Us when due.
- (d) **(Records)** You must maintain separate records in relation to the Retained Goods and Processed Goods, and make these records, the Retained Goods, and Processed Goods available for Our inspection at any time on reasonable notice to You.

10. EVALUATION GOODS

- 10.1 **Evaluation Goods:** We may make evaluation goods available to You to allow You to evaluate product features and benefits prior to purchasing **(Evaluation Goods)**. Insurance of the Evaluation Goods is covered by Us.
- 10.1 **Your responsibilities:** You must not:
 - (a) leave Evaluation Goods (or allow them to be left) in the possession or control of Your customer **(End User)**; or
 - (b) further install (or allow to be installed) the Evaluation Goods on trial, in each case unless agreed in writing by Us. If We agree for the Evaluation Goods to be left in the control of the End User, You must ensure that You (or the End User) insures the Evaluation Goods for full replacement value and in accordance with best industry practice.
- 10.2 **Time for return:** You must return the Evaluation Goods to Us within 10 business days unless purchased prior.
- 10.4 **Method of return:** Returned Evaluation Goods are to be shipped freight and insurance paid by You. Where Evaluation Goods have been shipped to You in brand new unopened factory condition and wrapped or shipped in an outer carton, You will return to Us either outer wrapped or packaged to preserve the original factory packaging condition. Any missing, marked or damaged packaging, product, manuals or accessories, will be charged to You in full on return. Evaluation Goods not returned according to these conditions will be charged in full to You at the end of the evaluation period.
- 10.5 **Freight and costs:** Freight and the purchase cost (if pre-paid) on the order of the Evaluation Goods will be credited in full in accordance with this clause if returned to Us within the 10 business day evaluation period.

11. WARRANTY

- 11.1 **Manufacturer's warranty (12 months):** We will pass through the benefit of any manufacturer's warranties in respect of the Goods to You. Unless otherwise stated on Our web site, or at the time of purchase, the manufacturer's warranty for all Goods will be a 12 month, return to base, parts and labour warranty **(Warranty)**.
- 11.2 **Extended warranty:** If an extended warranty **(Extended Service Contract)** is taken on Goods, or unless otherwise stated in writing, the scope of that Extended Service Contract will be as per the standard Warranty for the extended period taken. An Extended Service Contract must be made within 30 days of the original purchase. In special circumstances an Extended Service Contract may be offered after this 30 day period but will not be available after the expiry of the standard Warranty period. If an Extended Service Contract is offered, it is to be taken on the total initial invoiced value and quantity of Goods and is to be paid in full on invoice.
- 11.3 **Extended Software Assurance Contract:** An 'Extended Software Assurance Contract' is available on specific software licensed Goods. If taken, unless stated in writing, the scope of the Extended Software Assurance Contract will be on the same terms as the Warranty. Extended Software Assurance Contracts are not available in conjunction with Extended Service Contracts.
- 11.4 **Exclusions from Warranty:** Damage caused by misuse or abuse or use that is not in accordance with Our or the manufacturer's instructions, electrical damage due to power fluctuations such as surges or spikes, incompatible consumables or software, are not covered under Warranty, and may not be covered under an Extended Service Contract or Extended Software Assurance Contract. No warranty is given in respect of consumables. Proof of Purchase must be supplied with all claims.

12. INDEMNITY

- 12.1 **Indemnity in favour of Us:** You will indemnify Us against any claims by a third party (including merchants and customers) for, damage, loss, liability or expense (including lawyers' fees on an indemnity basis) that We may incur:
 - (a) with respect to any negligent act or omission by, or wilful misconduct by You or Your employees, agents, contractors, consultants or representatives;
 - (b) as a result of:
 - (i) any warranty condition, representation, indemnity or guarantee granted by You in addition to or in lieu of the limited warranties specified in the clause 11 (Warranty);
 - (ii) any omission or inaccuracy in Your marketing and promotional materials that relate to the Goods;
 - (iii) any modification of or addition to the Goods not provided or approved by Us; and
 - (iv) Your failure to comply with these Terms.
- 12.2 **Indemnity in favour of You:** We will indemnify You against any claims by a third party for, damage, loss, liability or expense (including lawyers' fees on an indemnity basis) that You may incur:
 - (a) with respect to any negligent act or omission by, or wilful misconduct by Us or Our employees, agents, contractors, consultants or representatives; and
 - (b) as a result of any omission or inaccuracy in Our own marketing and promotional materials (this does not include third party materials including manufacturers) that relate to the Goods; and
 - (c) Our failure to comply with these Terms.
- 12.3 This clause does not limit any other remedies available to Us or You under these Terms.

13. REPRESENTATIONS AND LIABILITY

- 13.1 **Your representations:** When You supply the Goods to another person in the course of trade, You must not give any undertaking or make any representation in relation to the Goods other than any information which appears on any label or publication issued or approved by Us or the manufacturer or which is otherwise subject to Our prior written approval.
- 13.2 **Suitability:** You agree that You have made Your own assessment of the suitability of the Goods and You have not relied on any statement made by Us for such purpose.
- 13.3 **No responsibility:** The Company accepts no responsibility or liability for incorrect placement of POs, including orders placed via the web.

- 13.4 **Neither party liable for consequential loss:** Except for in respect of any breach of Our intellectual property rights by You, neither party will be liable to the other for any loss of profits, loss of revenue, loss of data, loss of business, loss of use, loss of goodwill, or for any indirect, incidental, special, or consequential damages.
- 13.5 **Exclusion of certain things:** Any representation, warranty, condition or undertaking that would be implied in these Terms by legislation, common law, equity, trade, custom or usage is excluded to the maximum extent permitted by law.
- 13.6 **Limit on Our liability:** Our liability for any other liability that has not been, or cannot be, excluded, or any breach of a condition or warranty that cannot be excluded, is limited, at Our option, to:
- (a) re-supplying the Goods (or paying the cost of re-supplying the Goods), or
 - (b) repairing (or paying the cost of repairing) the Goods.
- Nothing in these Terms excludes, restricts or modifies any rights or remedies, or any guarantee, warranty or other term or condition implied or imposed by any legislation that cannot be lawfully excluded, restricted, modified or limited under Thailand Law.

14. END USER LIABILITY AND CONTRACT REQUIREMENTS

14.1 Without limiting clause 13:

- (a) We are not liable, whether in contract, tort (including negligence), statute or otherwise, to You or any End User in respect of software that You have sourced from Us where the End User has entered into an End User Licence Agreement ("**EULA**") with a third-party software vendor; and
- (b) where You provide managed or professional services ("**Services**") to an End User in relation to that EULA, We expressly make no, and specifically disclaim all representations or warranties, express or implied, regarding any such Services provided by You to the End User; and
- (c) where: (i) such EULA has been entered into by the End User and a third party software vendor for the software for which You are providing the Services; and (ii) the End User has contracted with You, for You to provide it with Services that are relevant to that EULA; and (iii) You are in breach of these Terms, including but not limited to clause 16.2(c), then on behalf of the software vendor We may instruct You to assign Your rights and obligations under those relevant Services to a third party nominated in writing by Us as required by Our third party software provider of the EULA to ensure their on-going support. You must promptly ensure that such rights and obligations are validly assigned on receiving such instruction.
- (d) You must ensure that before providing a EULA to an End User, the End User has entered into a written agreement with You which includes equivalent provisions to sub-clauses (a), (b), and (c) above.

15. DEFAULT AND TERMINATION

- 15.1 **Default by You:** If there is a default by You under these Terms, We may, without limiting any other right or claim We may have against You, immediately:
- (a) withhold delivery of any Goods ordered by You; and
 - (b) cease to supply Goods to You.
- 15.2 **Examples of a default by You:** A default by You includes any one or more of the following, namely You:
- (a) do not pay Us by the due date;
 - (b) fail to take delivery of the Goods as ordered;
 - (c) exceed Your credit limit at any time and fail to pay Your account as requested by Us;
 - (d) commit a breach of these Terms which remains unremedied after 10 days of Our request to remedy the breach; or
 - (e) become insolvent, are declared bankrupt, are unable to pay Your debts as they become due or any step or proceeding is taken which could lead to Your liquidation or winding up under insolvency laws in Thailand or if You make an assignment for the benefit of creditors or apply for or consents to the appointment of a trustee or receiver for any portion of Your property.
- 15.3 **Our rights if there is a default by You:** Without limiting its rights under this clause, if You are in default We may take one or more of the following actions:
- (a) (**credit limit**) vary or withdraw any approved credit limit;
 - (b) (**future orders**) refuse to accept any future orders;
 - (c) (**current PO's**) cancel or suspend any unfilled PO's;
 - (d) (**termination**) terminate these Terms in which case all unfulfilled POs are cancelled; and
 - (e) (**reclaiming possession of Goods**) enter (at any time) any premises occupied by You or Your agents at which Our Goods are stored and reclaim possession of those Goods. You indemnify Us from and against any claims, losses or costs arising from any action taken by Us pursuant to this clause.
- 15.4 **Termination by You:** You may terminate these Terms or a PO if We commit a breach of these Terms which remains unremedied after 20 business days of Your request for Us to remedy the breach.
- 15.5 **Termination by Us:** We may terminate these Terms or not accept Your PO if You commit a breach of these Terms which remains unremedied after 20 business days of Our request for You to remedy the breach.
- 15.6 **Cancelling and terminating:** On the cancellation and termination of these Terms and any PO:
- (a) all amounts owing by You are immediately due and payable; and
 - (b) You must immediately return to Us or Our nominated representative any Goods which have been delivered but not paid for. You must also return any material, documentation, promotional materials or other information given by Us to You.

16. EVENT BEYOND CONTROL

We will not be liable for any failure or delay in performing Our obligations under these Terms where such failure or delay results from any cause whatsoever beyond Our control, including an Act of God, war, terrorism, strike, riots, government intervention, pandemic, industrial stoppage or natural disaster or otherwise. If such an event occurs, We may, by written notice, cancel or suspend Your PO without incurring any liability to You.

17. ASSIGNMENT

A PO and any payments to be made in relation to it must not be assigned or transferred without Our prior written approval, which will not be unreasonably withheld or delayed.

Initial _____

18. CONFIDENTIALITY

- 18.1 **General:** Each party: (a) agrees that all Confidential Information communicated to one party (a "**Recipient**") by the other Party (a "**Discloser**"), whether before or after the date of these Terms: (i) is strictly confidential; (ii) will be used by the Recipient only for these Terms; (iii) will not be disclosed to any third party without the prior written consent of the Discloser; (iv) remains the property of the Discloser; (b) will take the same measures (being not less than reasonable measures) to protect the Discloser's Confidential Information in its possession as it takes to protect the confidentiality of its own information; and (c) acknowledges and agrees that it is relying on these confidentiality provisions to protect its own, and the other party's, strategic and other business information.
- 18.2 **Definition:** For the purposes of these Terms, "**Confidential Information**" includes, but is not limited to: (a) intellectual property, trade secrets, products, operations, processes, and unpublished information relating to the business or prospective business of a party (irrespective of whether the information was disclosed before, on, or after the date of these Terms); (b) any other information which is imparted by a party by another or otherwise obtained by a party from another under or in connection with these Terms, and which is of a confidential nature (whether or not expressly designated as imparted in confidence); (c) documents, notes, records, analyses, or copies of information in any form or media (whether visible or not) that contain, refer to, or are based on information which is imparted to a party by another; and (d) the existence, subject matter, and terms of these Terms. Confidential Information excludes information that: (e) was, or after the date of these Terms becomes, available to the public through no fault of the Recipient; (f) was, before the time of disclosure, already in the possession of the Recipient without an obligation of confidence; (g) is, after the time of disclosure, lawfully received from a third party who has a right to make such a disclosure; (h) is independently developed by the Recipient; (i) is disclosed following the written consent of the Discloser.
- 18.3 **Disclosure required by law:** If a Recipient is required by law or the rules of any stock exchange to disclose the Discloser's Confidential Information, the Recipient will: (a) as soon as reasonably practicable, notify the Discloser of the requirement (including the information that the Recipient will disclose and the date on which the Recipient will provide the information) so that the Discloser may decide whether to seek an order preventing disclosure or any other protective remedy; (b) only disclose that part of the Confidential Information which the Recipient is legally required to disclose and has notified the Discloser; (c) comply with all reasonable directions of the Discloser to contest or resist the requirement to disclose the Confidential Information; and (d) use reasonable endeavours to obtain confirmation that the Confidential Information disclosed will remain confidential.
- 18.4 **Breach:** The Recipient acknowledges that damages may not be a sufficient remedy for the Discloser for any breach of this clause, and the Discloser is entitled to seek specific performance, injunctive relief, and any other remedies available at law or in equity as a remedy for any breach or threatened breach by the Recipient of this clause.
- 18.5 **Survival:** The parties' confidentiality obligations survive for three (3) years after the expiry or termination of these Terms.
- 18.6 **Sharing:** The parties acknowledge that Confidential Information may be shared with representatives, affiliates, or professional advisors. Each party is responsible for the acts and omissions of those representatives, affiliates, or professional advisors in relation to the confidentiality obligations in this clause.
- 18.7 **Publicity:** Neither party may make any announcement relating to these Terms or the other party's business or products, without the other party's prior written consent (such consent not to be unreasonably withheld or delayed), unless required by law or to correct any misstatements made by the other party.

19. SEVERABILITY

If any term in these Terms is illegal or unenforceable, it is to be severed. The rest of the terms will not be affected.

20. NO WAIVER

No waiver of a right or remedy under these Terms will be effective unless it is in writing and signed by the other party. No delay or omission by a party to exercise any right will constitute a waiver of that right. Any waiver of a right will not constitute a waiver of any subsequent or continuing right.

21. RELATIONSHIP

These Terms do not create a relationship of exclusivity, employment, agency or partnership between the parties.

22. APPROVALS AND CONSENTS

Unless otherwise provided, We may in Our discretion give (conditionally or unconditionally) or withhold any approval or consent under these Terms.

23. GOVERNING LAW

These Terms are governed by the laws in force in Thailand. Each party submits to the exclusive jurisdiction of the courts of Thailand.

24. GOODS

"**Goods**" means those Goods supplied by the Company and includes but not limited to Barcode Printers, Barcode Scanners, Barcode Verifiers, Card Printers, Cash Drawers, Computer Memory, Consumables, Cyber Security Hardware, Cyber Security Software, EFTPOS Terminals, EFTPOS Software, Ergonomics, Healthcare Products, Keyboards, Kiosk Terminals, Managed Services, Mobile Computing Terminals, POS Printers, POS Terminals, Scanner Scales, Security Products, Software Licences, Storage Devices, Surveillance Products and Touch Terminals. Any reference to "products" has the same meaning as Goods.

"**Authorised Goods**" means those Goods supplied by Us that require You to undertake specialised technical training, proof of staffing support capabilities and other specialised requirements as required by Us and Our vendors from time to time. Authorised Goods may be available to You on such requirements being met at Our discretion.

Addendum 1 - Subscriptions

This Addendum applies to You for any and all PO's that We accept from You that require an End User to sign an End User Licence Agreement (EULA) directly between the End User and the Vendor of the software. In certain instances, this may also include hardware or other additional services under the EULA.

This Addendum will not apply to You for Goods purchased in the normal course of business that are not under a Licensed Subscription EULA and/or which You have paid for in advance and in full for the entire Licence Period.

1. GENERAL

Priority: This Addendum forms part of the Terms. If there are any inconsistency between the provisions in this Addendum and the Terms, the provisions in this Addendum will prevail to the extent of the inconsistency.

Additional defined terms in this Addendum:

"**Addendum**" means this Addendum to the Terms and Conditions of Sale, for the sale of Goods payable by Subscription.

"**Subscription**" means the periodic payment payable during the Licence Period.

"**Terms**" means the Terms and Conditions of Sale between Us and You.

Any capitalised terms not otherwise defined in this Addendum have the same meaning as defined in the Terms.

2. LICENCE FEES OBLIGATIONS

Licence Fees payment and collection: You acknowledge that on Our acceptance of a PO, We will be placing an order with a third party vendor (**Vendor**) for the Subscription term set out in that PO for the entire licence period set out in that PO (**Licence Period**). Once a PO is accepted by Us, You must:

- (i) ensure the End User's payment of the entire Licence Period for the Goods ordered under that PO (**Licence Fees**);
- (ii) ensure the End User agrees to the Subscription payment(s) that are payable will be subject to foreign exchange rate variances as of the date of invoice of the periodic Subscription amount. The Subscription price charged in local currency may increase or decrease accordingly;
- (iii) collect all Subscription fees during the entire Licence Period from the End User before they are due to be paid to Us; and
- (iv) pay to Us all Licence Fees and any other applicable fees for the entire Licence Period in accordance with Our relevant invoices and the Terms.

The above obligations are in addition to the payment obligations set out in the Terms.

For clarity, Your obligations in relation to the payment of Licence Fees to Us is and will not be affected by any agreement, or absence of, between You and the End User. Non-payment by the End User for any reason (including due to that End User's termination of the relevant EULA, or a termination of any agreement between You and that End User in relation to the Goods) will not relieve You of Your obligations to pay Us any outstanding Licence Fees.

3. TAXES:

Consistent with clause 3 of the Terms, the Licence Fees payable by You (including any End User) under a PO exclude any taxes payable in respect of the Goods in the jurisdiction where the payment is either made or received. To the extent that any such taxes are payable by Us, You must pay Us the amount of such taxes in addition to any Licence Fees owed under a PO for the Goods. All payments from You under a PO shall be made without deduction or withholding of any taxes unless such deduction or withholding on Our behalf is required by applicable laws. You must provide Us with original receipts and other relevant documentation to evidence the deduction, withholding, and remittance of taxes on Our behalf.

4. END USER REFUNDS, SERVICE CREDITS OR EARLY TERMINATION:

You acknowledge, and must ensure each End User is aware, that the End User:

- (i) is not entitled to any early termination of a Subscription unless We receive written authorisation from the Vendor instructing Us to provide You and Your End User with a termination notice; and
- (ii) may not be entitled to any Licence Fee refunds despite receipt of any termination notice; and
- (iii) may be subject to an early termination fee as demanded by the Vendor (**Fee**). The Fee percentage will be stipulated by the Vendor based on the remaining term of the Licence Period.

If an End User seeks an early termination of a Subscription, refund or service credit for the Goods ordered, without reducing Your obligations elsewhere in this Addendum, You will promptly notify Us and provide Us with evidence of the End User's request. We will consider Your notification, taking into account Our arrangement with the Vendor, and determine at Our absolute discretion whether a termination Fee is chargeable, provide a refund of any Licence Fees, or service credit in the circumstances.

5. ADDITIONAL INDEMNITY

Indemnity in favour of Us: Without prejudicing Our rights elsewhere in these Terms or at law, You indemnify Us against any damage, loss, liability or expense (including lawyers' fees on an indemnity basis) that We may incur arising from or in connection with: (a) any breach by You of any payment obligations in this Addendum in relation to Licence Fees or taxes; (b) the exercising or enforcement of Our rights under these Terms.

6. DEFAULT BY YOU

For the purposes of clause 15 of the Terms, any breach by You of any provisions of this Addendum is a default by You.