



## **REDINGTON LIMITED TERMS AND CONDITIONS OF SALE**

Buyer shall mean the person / entity, whose name appears in the invoice issued by Redington Limited ("Seller") as the buyer of the Products. The person signing / acknowledging or accepting these Terms is deemed to be the Buyer's behest and authorized representative. By acknowledging the receipt of Products mentioned herein by the Buyer or Buyer's behest, the Buyer accepts the contents of this Invoice and agrees to abide by the terms and conditions stated herein.

1. Product shall mean hardware products, software licenses and / or services including cloud services and subscriptions, as the case may be, invoiced by the Seller and governed by these terms.

2. For purchase of Products through Seller's marketplace, along with the foregoing terms and conditions, additional terms and conditions stipulated in <https://www.redingtononline.com/terms> shall apply.

3. The terms herein are a binding contract between the Seller and the Buyer. These terms shall prevail over all previous, contemporary communications exchanged between the parties, whether or not in writing including the terms and conditions of invoices under which the Products were sold to the Buyer prior to the date hereof or Buyer's Purchase order terms. Parties shall not be entitled to vary, amend, add or alter any of these conditions. This contract shall be in addition to the terms of the Dealership Registration Form / Dealer Registration Agreement executed by the Buyer for the Products. Buyer is not an agent, contractor or representative of the Seller and this contract is being entered on a principal-to-principal basis.

4. Buyer irrevocably agrees to pay for the Products pursuant to these terms of Sale which shall be deemed conclusive on acceptance of Products by the Buyer or acceptance of these terms or acknowledgement of delivery note (including GCN or POD, or electronic versions thereof submitted by the Carrier) accompanying these terms by and on behalf of the Buyer.

5. Each lot of Products sold under these terms shall be deemed to be a separate Contract. Seller shall have the right to combine individual Contracts for the purpose of making a combined claim, if the Buyer has availed revolving credit facility from the Seller.

6. Buyer shall be responsible for payment of GST and all other duties / taxes as applicable to the sale. If at any time before or after delivery to the Buyer of all or any part of the Products, any duty / tariff / tax or charge of whatsoever nature is imposed / increased by the Government of India, the State Government or any other authority or railway or shipping freight is increased with retrospective effect, then the Buyer shall be liable to reimburse the Seller the difference in the tax rate to the extent of such increase in respect of the supplies made prior to such change to the extent of the new imposition or increase thereof.

7. Delay in delivery or Part Delivery of the Products shall not render the contract voidable and the Seller will not be liable for damages, compensation or otherwise on account of a delay or partial even if the Seller is advised of such possibility earlier, whether or not the time is the essence of the contract. The Buyer shall not have any right to reject the Products or withhold payment, on account of any delay.

8. If the Buyer fails to take delivery on arrival of Product at the delivery address, the Buyer is liable to reimburse the Seller all transport, storage and other related expenses including demurrages incurred by the Seller. The Seller shall have the right to sell off / dispose of the goods at its sole discretion.

9. Buyer shall furnish all forms, declarations, way bill related to levy of tax, exemption, movement or otherwise, wherever applicable within the stipulated time, failing which the Seller shall have the right to raise supplementary invoice for all kinds of levies / difference in levies arising therefrom.

10. Seller shall have a general lien on all the Products sold under these terms, whether or not the Products are in the possession of the Buyer or any third party, till such time the Seller is paid all payment due/s under this contract or any other contract with the Buyer.

11. No credit, refund or set-off for tax and other statutory levies already collected will be allowed on rejected / returned Products unless such Products are received back by the Seller before the end of the quarter of the Sale along with original document of invoice and with the confirmation from the Buyer that no credit of tax is availed in respect of the product rejected / returned.

12. Sale under these terms is subject to force majeure events. The Seller shall not be liable for delay or non-delivery for reasons beyond the control of the Seller.

13. Authorization for payments. By entering credit card information, Buyer specifically : (i) warrants that Buyer is an authorized user of the credit card and that the associated information entered (account holder name, account number, billing address, etc.) is accurate; (ii) authorizes Seller to charge the full amount due for the Products(s) to the credit card; (iii) authorizes Seller to charge the amount due, if Buyer authorizes automatic payments, for E-Mandate; E-NACH, renewals of a subscription for the Products to the credit card; and (iv) authorizes Seller to return to the credit card any funds due to Buyer by Buyer resulting from any purchase of Products made using a credit card.

14. All payments for the Products sold must be made by the Buyer at the Seller's Registered Office address. All payments made by cheques are subject to realization and if made by electronic mode (NACH etc.) payment would be subject to receipt of fund in Seller's account. Buyer irrevocably undertakes not to hold payments due to the Seller on account of a dispute between the Buyer and the manufacturer / service provider or a third party for whatever reason. Buyer shall pay interest @ 24% per annum, or the maximum interest allowed under applicable laws for payment made beyond the due date until the date of realization with applicable taxes and penalties.

15. Buyer acknowledges that Products are sold AS IS received from the manufacturer or the third-party suppliers of the manufacturer and services are provided by the service providers. Seller does not make any representations towards warranty or fitness for particular purpose in respect of the Products sold or services rendered. Buyer explicitly agrees not to hold the Seller (not being the manufacturer or the service provider) responsible and liable for quality, functionality or defect in workmanship of the Products sold or services rendered under these terms including intellectual property infringement claims arising out of the Products and Services. All claims of warranty / DOA should be addressed only to the manufacturer of the Products. Seller will not accept any return of Products unless allowed by the manufacturer.

16. Seller's statement as to weight, measures, quantity and quality in this invoice shall be presumed to be correct and final and their responsibility for the Products shall cease as soon as the Products are handed over to the Buyer / Buyer representatives or to the carrier appointed by the Buyer, as the case may be. The Buyer explicitly acknowledges receipt of the Products and packages in good condition with MRP label and other declaration required under the applicable provisions of the Legal Metrology Act and its related Central / State Rules, as amended from time to time. No dispute regarding the quantity, quality, fitness of Products or issues relating to declarations in the packages can be raised, without written notice to the Seller, within five days of receipt of the Products. For services, Buyer acknowledges that the acceptance of this invoice shall amount to acceptance of services to the satisfaction of the Buyer and that any claims regarding the same shall be raised by the Buyer on the service provider.

17. The Buyer undertakes not to use the Intellectual Property such as Patents, Trademarks or Trade Names etc. of the Seller or the manufacturer/service provider of the Product without the prior written consent of the Seller.

18. Any notice or documents shall be deemed to be validly served on the Buyer if sent by ordinary post / reputed courier to the last known address of the Buyer or the

place where the Products are delivered under this Contract or to the registered email address of the Buyer.

19. It is acknowledged and confirmed that the Seller shall have the right to transfer or assign any of its rights arising out of these terms/ invoice including without limitation, the right to transfer and assign the receivables to any third party, without having to secure any consent from the Buyer.
20. Buyer shall ensure compliance of all applicable local laws relating to its business and storage of the Products including but not limited to environmental protection laws, e-Waste laws as well as other foreign laws applicable for the class of Products sold under these presents. Buyer shall ensure compliance of all applicable manufacturer terms with respect to the Products purchased by the Buyer. Buyer shall also ensure that the Buyer's Customers /end users comply with the above requirement.It is the responsibility of the Buyer to ascertain respective manufacturer terms on their own for the purpose of compliance and shall inform their Customers / end users of this requirement. Seller shall in no event be liable for an act of ignorance of applicable law by the Buyer or its Customers.
21. Buyer shall ensure that Buyer and its customers comply with all anti-corruption laws including but not limited to FCPA, UK Bribery Act ,Prevention of Corruption Act, or any other manufacturer's / service provider's country specific Laws as applicable. Buyer will comply with all applicable Data Protection Laws including but not limited to the provisions of the Information Technology Act 2000 and the Information Technology (Reasonable Security Practices And Procedures And Sensitive Personal Data or Information) Rules, 2011 as well as the Digital Personal Data Protection Act, 2023 and any statutes, rules and regulations enforced by the legislature, while dealing with the Services.
22. By signing / accepting this document, Buyer hereby grants Seller and the applicable manufacturer / service provider a non-exclusive, non-transferable, royalty-free, worldwide right to use the electronic data specifically pertaining to Buyer and/or Buyer's customers that is processed by Seller and the applicable manufacturer / service provider (collectively, "Data") strictly for the limited purpose of providing the Products to Buyer and its customers. If Buyer is a reseller, Buyer agrees that Buyer has received proper consent from Buyer's customers to provide their information to Seller and Vendors for use in connection with Products or Buyer complies with an alternative legal basis for providing their information to Seller. By Buyer's or Buyer's Buyers of the Products, Buyer agrees that Seller may process Data in accordance with its Privacy Policy, available at <https://redingtongroup.com/privacy-policy/>. Buyer or Buyer's customer's use of Products may also be subject to the privacy policies of the manufacturer / service provider.
23. Buyer will permit the inspection of all records pertaining to the business relationship with Seller by authorized agents or representatives of Seller and the audit and verification of all charges and reimbursements within the scope of these General Terms.
24. Buyer shall not, under any circumstances, use, sell or cause to sell through any third party, the Products outside the territory, India or for use in applications leading to products of dangerous, hazardous, nuclear, mass destruction and/or in any unauthorized applications, within or outside India. Also, Buyer shall not under any circumstances, sell or cause to sell through any third party, the Products to customerslocated outside India or to those who are prevented from receiving the Products under any applicable laws including but not limited to U.S export regulations, etc. or whose name appears in Denied Person#s List or Entity List or any other restricted party lists. The Buyer shall ensure that the Buyer's customers are kept fully informed ofthe same and ensure compliance of their customers to these requirements as well.
25. The Seller shall not be responsible for any wrong / mis-representation made by the Buyer with respect to the Products.
26. The total cumulative liability of the Seller to Buyer or to any third party, under any circumstances shall not exceed the purchase pricereceived by the Seller against the particular product giving rise to such claim subject to return of the Products to the Seller. For services, it shall be limited to the margin earned by the Seller. The Seller shall not be liable for indirect, special or consequential damages even if advised of such possibilities earlier.
27. The Buyer shall ensure strict compliance of the product and service specific terms and conditions as applicable to the Products either published on the manufacturer's / service provider's website or as stated in the End User License Agreement, End User Agreement or any agreement shared by the manufacturer / service provider which may be amended from time to time.
28. All or any Dispute arising out of all or any terms of the Contract between the Parties herein shall be resolved through Arbitration under Arbitration and Conciliation Act, 1996. Either of the Party may notify the Dispute to the other party, enabling them to find an amicable settlement of the Dispute within 30 days of such notification. In the event of no amicable settlement is arrived within 30 days as stated supra, either of the party(s) shall refer the dispute to Arbitration and parties either mutually or in accordance with the act shall appoint a Sole Arbitrator of such reference of dispute to Arbitration. Such proceedings shall be conducted in English language only and in accordance with the provisions of The Arbitration and Conciliation Act ,1996 as amended. The finding of the Sole Arbitrator shall be final and be binding on all parties. The Seat and venue for the Arbitration shall be exclusively at Chennai. The governing laws shall be Indian laws and the parties explicitly agree that all or any legal proceedings in connection with the Arbitration proceedings shall be subject to the Jurisdiction of Courts in Chennai alone. The Seller shall also have the right to initiate the appropriate civil / criminal proceedings as applicable.
29. Buyer agrees to abide by all the applicable provisions of the Seller's Code of Conduct available at <https://redingtongroup.com/wp-content/uploads/2023/11/Code-of-Business-Ethics-Redington-Group-v1.2.pdf> and shall indemnify the Seller for any claims or losses arising due to non-compliance by the Buyer.

SELLER

BUYER

Sign:  
Signed By:  
Title:  
Date:

Sign:  
Signed By:  
Title:  
Date: