



Thank you for requesting a Trade Account with Ingram Micro (UK) Ltd

INGRAM MICRO DOES NOT DEAL WITH END USERS DIRECTLY

FULLY complete the following Trade Account
Application Form and return by post or fax to:

NEW ACCOUNTS
Ingram Micro (UK) Limited
Garamonde Drive
Wymbush
Milton Keynes
Bucks
MK8 8DF
Fax No: 01908 803135

Steps for opening up an Account

1) This form **must** be completed whether you are applying for a **Credit Account** or **Cash with Order Account**. If you are a limited company and have been trading for less than 12 months you will be offered cash with order only until your first years trading accounts have been audited and are available at Companies House.

2) Please ensure that all sections are fully completed and ensure that all specified material as listed below are enclosed before returning the forms the above address. All applications will be assessed on the information provided.

CHECKLIST FOR CREDIT APPLICATIONS ONLY

FOR LIMITED COMPANIES	FOR NON LIMITED COMPANIES
<ul style="list-style-type: none">Up to date set of accounts (Audited/Managed) <input type="checkbox"/>A sheet of official Company Letterhead <input type="checkbox"/>Certificate of Incorporation <input type="checkbox"/>	<ul style="list-style-type: none">A sheet of Company letterhead <input type="checkbox"/>Proof of Address (i.e. current utilities bill) <input type="checkbox"/>

3) The processing of application forms will take **48 hours** to complete. You will be notified by email upon receipt of your account application form being received in our offices and again once your account has been processed. A letter will be sent in the post confirming your account number, credit limit together with your Web access number and password.

4) If you wish to take advantage of our **“Fasttrack”** option please post or fax a copy of your **first order** with your application.

[Help or Questions](#)

Please call our New Accounts team on 01908 803135



TRADE ACCOUNT APPLICATION FORM

Someone who is authorised to agree our terms and conditions of supply should only complete this form.

PLEASE COMPLETE THIS FORM IN BLOCK CAPITALS



Will you be reselling the product that you purchase from Ingram Micro?

Yes ☐ No ☐

If "No", stop here: Ingram Micro's position in the industry is as a distributor /wholesaler

SECTION 1 – Company Details

1a. What is the full registered name of your company? _____

1b. What is the full trading name of your company? _____

2. What is the full Registered address of your company? What is your Trading address?

Address _____ Address _____

Town _____ Town _____

County _____ Postcode _____ County _____ Post Code _____

3. Company contacts

Telephone (Landline number only) _____ Fax (Required) _____

Web site _____

Managing Director _____ D.O.B. _____ E-mail _____

Finance Director _____ D.O.B. _____ E-mail _____

Purchasing _____ E-mail _____

A/Cs Payable _____ E-mail _____

4. What is your company's registration number? _____

If not a limited company – What are the names of the owner s of the business and current home address?

Name _____ Name _____

Address _____ Address _____

Town _____ Town _____

County _____ Postcode _____ County _____ Postcode _____

Date of Birth _____ Date of Birth _____

5. Date your company commenced trading? _____

6. What is your company's legal status? **Limited Company** ☐ **Partnership** ☐ **Sole trader** ☐

7. What is your Company's VAT number? _____

8. How many people are employed within the Organisation? _____

SECTION 2 – Type of Account Requirements

1. Which type of account would you prefer? **Credit account** ☐ **Cash with order** ☐ **Direct Debit** ☐

2. Estimated amount of credit required? £ _____

Should you opt to make payment by Direct Debit for the 1st six months we can offer the following discounts

10 day Direct Debit

0 80%

30 day Direct Debit

0 30%

SECTION 3 – Turnover Distribution and Nature of Business

1. What is your company's overall turnover, excluding VAT and inter-company spends? £ _____
2. Your estimated monthly spend with Ingram Micro (UK) Ltd? £ _____
3. Your estimated monthly spend with other IT distributors? £ _____
4. How would you classify your company in terms of the IT market place?

VAR ☐ Original system builder ☐ Apple ☐ Network reseller ☐
Corporate ☐ Mail order ☐ Dot.com ☐ Retail ☐ Consultancy ☐

Other, please specify: _____

SECTION 4 – Your Company's Bank Details

1. Your company's Bank Details: Bank name _____
Address _____

Town _____
County _____ Postcode _____

Sort code _____ Account number _____

SECTION 5 – Trade References

(If you are requesting a Cash with order account please proceed direct to Section 6 you do not have to complete this section of the form)

Please supply 2 trade references from distributors within the IT **industry only**:

Name _____	Name _____
Address _____	Address _____
_____	_____
Town _____	Town _____
County _____ Postcode _____	County _____ Postcode _____

SECTION 6 – Previous Trading Experience

Have you, any parent or subsidiary company, previously traded with Ingram Micro (UK) Ltd before in another capacity?

Account Name _____
Account Number (if known) _____
Company Registration Number _____

Do any of your Directors hold any other Directorships?

(If so, please give details) _____

Have you ever filed for Bankruptcy or been disqualified as a Director?

(If so, please give details) _____

SECTION 7 – Web ID and Password Activation

Please list below the associates within your organisation you require to have access to our website to place orders:

Name: _____ Position _____

Name: _____ Position _____

Name: _____ Position _____

Please list below those associates within your organisation you require to have access to view only .They will be able to view the site but will not have the ability to place orders:

Name: _____ Position _____

Name: _____ Position _____

Please list below associates within your organisation that will be authorised to view your on-line credit statements

Name: _____ Position _____

Name: _____ Position _____

Should you require further names to be added, please list those names on a separate sheet of paper and attach to your trade account application request.

SECTION 8 – Data Protection Act 1998 (The Act)

1) Declaration

I/We confirm that the information given in this Credit Account Application Form is in all respects true and accurate. I/We confirm that I/We have read and understood your terms and conditions of sale and I/We unconditionally accept that those terms and conditions shall be the only ones that apply to all sale contracts which I/We may conclude with you.

2) Data Protection Act 1998 Notice

Where I/We provide you with personal data ("data"), I/we understand that the data will be held securely in confidence and processed for the purpose of carrying out your distribution business and associated activities ("Activities"). In considering my/our application, I/we accept that you may consult with and disclose the data to credit reference agencies, banks, credit insurers and other responsible organisations outside your business that you have nominated ("third parties"), and that such third parties may process the data. I/We understand that under the act I/we have a right to know what data you hold on me/us if I/we apply to you in writing and pay the applicable fee.

I/We agree that you may use the data to contact me/us with details of other products and services. Unless I/we have written to you objecting to you using the data for such purpose, or I/we have not ticked the box below, I/we agree that you may contact me/us by post, telephone, fax, e-mail, via the internet, or other communication means.

I/We object to you using the data for direct marketing purposes.

☐

SECTION 9 – Export Compliance



You must answer this question otherwise we are unable to process your application further.

Do you intend to export products purchased from Ingram Micro outside the European Union?

☐ No

☐ Yes

If “ No “ – please read Section 9A

(Completing the Reseller Questionnaire is not mandatory if “No”.)

If “ Yes “ -- please also complete the Export Questionnaire below

Export Questionnaire

As a reseller applicant that intends to import or export product purchased from Ingram Micro, we request that you provide the following, additional business information so that we can process your application in a thorough and timely manner. Please answer all questions. To avoid delays in processing your application, type or print all information legibly.

A) List the specific name of the countries where you market and resell Ingram Micro products. Do not list only by region. For example, list Malaysia, not Asia or Jordan, not Middle East.

_____	_____	_____
_____	_____	_____

B) Provide a general list of the products you intend to purchase from Ingram Micro for resale to your customers:

_____	_____	_____
_____	_____	_____

C) Do you have a full or partial ownership of any **additional** business?,

Yes

No

If yes, list business name and countries where located (do not use abbreviations):

D) Have you exported technology or computer products prior to contacting Ingram Micro? Please rank your level of experience with exporting. (Check the appropriate box)

☐ Long-term

☐ medium

☐ minimum

☐ none

E) Check all of the following items that best describes your customer base.

<input type="checkbox"/> Wholesale Distributor	<input type="checkbox"/> Mass Merchants	<input type="checkbox"/> Telecommunications
<input type="checkbox"/> Manufacturers	<input type="checkbox"/> Consumer Electronics	<input type="checkbox"/> Retail Distributors
<input type="checkbox"/> Computer Superstores	<input type="checkbox"/> Office Supply Stores	<input type="checkbox"/> Home Users/ Consumers
<input type="checkbox"/> VAR/ Systems Consultants	<input type="checkbox"/> Direct Marketers	
<input type="checkbox"/> Warehouse Clubs	<input type="checkbox"/> Internet Service Providers	Other: _____

F) Do you intend to resell Ingram Micro products to Government agencies ?

Yes No

Comments: _____

G) Please Provide the name, phone number, fax number and e-mail address of the person who is most knowledgeable about international trade compliance in your company.

Contact Name

Contact Phone Number

E-Mail Address

Fax Number

ACKNOWLEDGEMENT

We have answered the questions in this Reseller Application with the correct information. We have also read the pages 6 and 7 of this application and we agree with the text and acknowledge the restrictions made to resale of the products acquired by our company from Ingram Micro. In particular we commit ourselves not to sell products bought from Ingram Micro to countries, companies or for purposes in breach of any export control regulation enacted by the United States of America, the European Union or a Local Government Law.

We agree to notify Ingram Micro (UK) Limited. immediately and in writing if we intend to start export activities to countries outside the EU, EEA and Switzerland, if these activities are not part of our current business and/or if we intend to sell to countries, companies or for purposes in breach of any export control regulation enacted by the United States of America, the European Union or a Local Government Law.

In any case, we agree to indemnify Ingram Micro and/or its affiliates and to hold them harmless in case of a claim against Ingram Micro or one of its affiliated companies because of a breach of any export control regulation enacted by to countries, companies or for purposes in breach of any export control regulation enacted by the United States of America, the European Union or a Local Government Law.

We agree to immediately notify Ingram Micro of any changes in ownership of our business or any other relevant change in the management/finance area of our business as set forth, herein by certified mail to Ingram Micro (UK) Limited.

AUTHORISED SIGNATURE: _____
(MANAGING/FINANCE DIRECTOR)

PRINT NAME: _____

DATE: _____

End of The Export Questionnaire

Please read the information provided in Section 9A.

Please continue and complete and sign Section 10 – Acceptance of Terms

SECTION 9A – Export Compliance – Information Sheet

As an outreach to our customers who resell technology and computer products, this information sheet is intended to make you are aware of important trade compliance regulations. The information provided below is primarily related to the U.S. Dept. of Commerce, Export Administration Regulations. To insure you understand the regulations of your specific country, please consult with the appropriate local trade compliance agency. It is the responsibility of the Reseller to ensure that its resale transactions do not violate the export control regulations enacted by U.S., EU, or local government law.

Product Classification

- The level of control applied to a transaction is determined by the government-designated classification of the product in combination with the country of destination. Based on the product classification, certain technology, computer and telecommunication products may require formal export license approval as defined within the scope of the applicable regulations. These types of products include but are not limited to:
 - Hardware, software and technology products with high levels of encryption functionality.
 - Certain network infrastructure products such as high-end routers or switches designed for high volume communications.
 - Products exported to foreign government end-users.
 - Certain network infrastructure products exported to foreign telecommunications companies and Internet Service Providers (ISP's).

Customer Base Compliance Screening – Know Your Customer

Products purchased from Ingram Micro must not be sold to any person, entity or business listed on any of the denial lists published by authorities governing the transaction including the local government. It is illegal for a U.S. company or its foreign subsidiaries to conduct export business with a company or individual listed on the U.S. Government's Table of Denial Orders, Entity List, Specially Designated Nationals List or the Debarred List.

Destination Country Screening

You may not, without a license, export or re-export Ingram Micro products to embargoed destinations and terrorists supporting countries identified as Cuba, Iran, Iraq, North Korea, Libya, Sudan and Syria. For further information contact the nearest U.S. Embassy or Consulate

Non-Proliferation of Weapons of Mass Destruction (WMD)

Non-Proliferation Screening is based on detailed regulations covering product end-use and end-user activities. Non-Proliferation Screening has been enacted to insure that resale transactions do not involve:

- ❑ Prohibited nuclear end-uses and/or end-users without proper licensing authority issued by the U.S. Government, appropriate EU governing body, or local government.
- ❑ Prohibited missile end-uses and/or end-users without proper licensing authority issued by the U.S. Government, appropriate EU governing body, or local government.
- ❑ Prohibited chemical and biological weapon end-uses and/or end-users without proper licensing authority issued by the U.S. Government, appropriate EU governing body, or local government.

You may not, without a license, knowingly resell any item to end-users involved in proliferation activities. Although most of the products that Ingram Micro offers for resale can be legally exported to most destinations, it is illegal to make products available to end-users engaged in the proliferation of nuclear, chemical or biological weapons, or in missile technology development.

High Risk for Diversion Screening Guidance

Diversion Risk screening is designed to help the Reseller avoid a violation of any part of the applicable governing trade regulations. The Reseller is prohibited from proceeding with an export transaction, re-export or transfer of the item, if the person or firm has knowledge that a violation of the export control regulations has occurred, is about to occur, or is intended to occur in connection with the item. A firm may not export, re-export or transfer an item if they have knowledge that the customer will re-export or transfer that item without the proper licensing authority. It is illegal to knowingly make products available to persons or front companies who intend to divert products to unauthorized destinations, end-users or end-uses.

U.S. Government Country Group D List

The Country Group D list identifies countries where the U.S. has national security or proliferation concerns based on activities including but not limited to nuclear proliferation, missile technology development, and chemical and biological weapons development. Based on these concerns, the U.S. Government restricts exports or re-exports that would make a material contribution to any of these activities in Group D Countries. Depending on the Export Control Classification Number assigned to the product, certain technology, computer and telecommunication products may require a formal export license approval from the Bureau of Export Administration. The Country Group D list is available in Supplement No. 1 to Part 740 of the Export Administration Regulations. For further information contact the nearest U.S. Embassy or Consulate.

SECTION 10 – Acceptance of Terms

All sales of products and services by **Ingram Micro (UK) Ltd** to the applicant will be subject to **Ingram Micro (UK) Ltd's** standard Terms and Conditions in force at the time of order.

I CONFIRM:

- That the company named above is a computer hardware/software reseller.
- That I have and understood the Export compliance questionnaire.
- That I have read and understood the Terms and Conditions enclosed and am authorised to sign and accept the Terms.
- That we agree your payment terms.

AUTHORISED SIGNATURE: _____
(MANAGING/FINANCE DIRECTOR)

PRINT NAME: _____

DATE: _____

May we take this opportunity to thank you for the interest you have shown in Ingram Micro (UK) Ltd. We look forward to working with you in the future.

**PLEASE ENSURE THAT YOU RETURN ALL ACCOMPANYING PAPERWORK
WITH THIS APPLICATION TO:**



NEW ACCOUNTS Ingram Micro(UK) Limited
Garamonde Drive, Wymbush, Milton Keynes, Bucks, MK8 8DF
Tel: 01908 323136



TERMS AND CONDITIONS

1. INTERPRETATION

- 1.1 In these Conditions unless the context otherwise permits:-

"Authorised Representative" means a person whose job title is that of Director, Senior Director or Managing Director.

"Customer" means the person, firm, company, entity or organisation with whom Ingram contracts for the sale of Products and/or supply of Services.

"the Conditions/ these Conditions" means the standard terms and conditions of sale set out in this document or such replacement standard terms and conditions as are in force at the date of the Contract and which at that date appear on Ingram's web site at www.ingrammicro.co.uk and/or which are available on request from the Quality Team or Legal Department at Ingram's principal trading address at Garamonde Drive, Wymbush, Milton Keynes, MK8 8DF.

"the Contract" means any contract for the purchase and sale or other supply of Products and/or the supply of Services by Ingram to a Customer.

"Electronic Means" means any electronic means including without limit on the Web by EDI or Inside Line.

"Ingram" means Ingram Micro (UK) Ltd (registered in England number 1609968)

"Products" means any Products (including, for the avoidance of doubt software and installments of the Products or any parts of or for them) sold by Ingram to a Customer.

"Services" means any services supplied by Ingram to a Customer.

- 1.2 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. BASIS OF THE SALE

- 2.1 All Contracts between Ingram and a Customer shall be governed by these Conditions to the exclusion of any other terms and conditions including without limit any terms on or referred to in any purchase order. It is the Customer's responsibility to be aware of the Conditions as current from time to time. In addition to any acceptance of these Conditions by the Customer by signing Ingram's account application form the Customer's acceptance of these Conditions shall also be made (in respect of the first Contract and all subsequent Contracts) either by (1) Customer providing a purchase order to Ingram or (2) Customer accepting Products or Services from Ingram whichever occurs first.
- 2.2 No variation to these Conditions shall be binding unless agreed by letter signed by an Authorised Representative of Ingram.
- 2.3 No employee or agent of Ingram other than an Authorised Representative has any authority to make any representation at all

Authorised Representative has no authority to make such representation other than by letter (an "authorised representation") and accordingly Customer agrees that in entering into any Contract it does not rely on any unauthorised representation and Customer agrees it shall have no remedy in respect of any unauthorised representation (unless made fraudulently).

3. CUSTOMER IDENTIFICATION

- 3.1 In placing an order Customer may utilise one or a combination of account name, account number and other forms of identification including password or other code issued to Customer (together and individually "Customer's Identification" or "Customer Identification").
- 3.2 It is the Customer's responsibility to keep the Customer's Identification confidential. Customer has the sole responsibility for its Customer Identification. Customer shall immediately inform Ingram in case of loss of password or in case of any abuse or attempted abuse of Customer password or other Customer Identification. Customer agrees that Customer is entirely responsible for use of Customer's Identification and that it is Customer's responsibility to have in place security measures and procedures to ensure use of its Customer Identification only by authorised personnel for authorised purposes.
- 3.3 Customer agrees that Ingram is entitled to rely absolutely on any orders placed on Ingram which have utilised Customer's Identification and to deliver as directed by such orders and invoice and be paid in respect of such orders.
- 3.4 Customer agrees that any order placed via Electronic Means mentioning or utilising Customer's Identification is a valid and binding purchase order.
- 3.5 Customer acknowledges that Ingram cannot guarantee the security of the Internet and the possibility of interception or corruption of data transmitted from Customer to Ingram using correct Customer Identification exists and that Ingram is nonetheless entitled to rely on data transmitted in the form it is received at Ingram.
- 3.6 Ingram Micro has the right to accept or decline any purchase order submitted by Customer.

4. INGRAM INFORMATION

- 4.1 All Product pricing, description, availability and related information ("Information") provided by Ingram, in any form, is the property of Ingram or its vendors. Ingram hereby grants Customer a limited, non-exclusive, non-transferable license to use the Information for its internal use only for the purpose of Customer's purchases and sales of Products sold by it to Ingram. Ingram shall be entitled to stop the provision of Information at any time without notice. Purchaser agrees to hold in confidence and

publish, disclose or transfer to any other person or entity any of the Information or utilize the Information for any purpose except as permitted herein. Ingram makes no warranty, either express or implied on the information or its accuracy. All information is provided to purchaser "as is." If Ingram provides Information to Customer by Electronic Means, Customer agrees to update such Information regularly to ensure its accuracy. Customer agrees to hold in confidence and not to directly or indirectly use, reveal, report, publish, disclose or transfer to any other person or entity any of the Information or utilize the Information for any purpose except as permitted herein. Specifically but without limitation Customer is not entitled to utilise Information for any purpose other than in the normal course of business of a Reseller and is not entitled to use, reproduce or display the Information in any way, which in Ingram's opinion; (1) would enable it to be identified as information obtained from Ingram (2) would enable comparison of the Information with other suppliers information relating to products or (3) could be damaging to Ingram's business interests.

5. ORDERS AND SPECIFICATIONS

- 5.1 The Customer shall be responsible to Ingram for ensuring the accuracy of the terms of any order.
- 5.2 Ingram reserves the right to make any changes in the specification of the Products which are required to conform with any applicable safety or other statutory requirements.
- 5.3 No order which has been placed by Customer may be withdrawn or cancelled by Customer except with the agreement by letter fax or email of an Authorised Representative of Ingram.
- 5.4 Notwithstanding any other terms of these Conditions it is agreed that the provision or display of Product pricing and other Information (as defined in clause 4.1) by Ingram to Customer does not amount to an offer by Ingram to sell such Product at that price or on any other terms. Supply of such Information is only an invitation to treat. An order by the Customer for Product or Services shall be the offer. In the case of orders placed by Electronic means if Ingram shall accept such order it shall do so by delivering the Product to the Customer or the Customer's customer. Notwithstanding any order confirmation or acknowledgement, the acceptance of any order placed by Electronic Means shall not take place or be deemed to have taken place until such time as the Product shall have been so delivered.
- 5.5 In the case of orders placed by Electronic Means only, notwithstanding any acceptance by Ingram of any offer for any Product, if there has been a material and obvious pricing error by Ingram, Ingram shall be entitled within 30 days of its acceptance of such offer to either invoice the Customer for the Customer's true price of the Product at the date of order or, if the Customer shall prefer, collect the Product at Ingram's expense and credit the Customer for any charges (e.g. price and freight) invoiced by

6. PRICE OF THE PRODUCTS

- 6.1 All prices are subject to change without notice and subject to the provisions of clause 6.2 and clause 5.5, will be established at the time the order which gives rise to a Contract is received by Electronic Means or in other cases confirmed or acknowledged by Ingram.
- 6.2 If Customer agrees to place an order for Product not available at the time of order (a "Backorder") such order shall be irrevocable and be deemed to be for the Product at the price established at the time the Backorder is taken or confirmed plus any increase charged by Ingram due to increase of its suppliers price to Ingram or direct costs to which Ingram becomes subject (including without limit costs resulting from currency fluctuation). Ingram shall only increase its price by such level as is necessary to maintain its percentage margin at the same level as would have resulted from sale at the price prevailing at the time the Backorder was placed.
- 6.3 Unless otherwise agreed by letter by an Authorised Representative of Ingram all prices exclude the cost of delivery.
- 6.4 All price and charges are exclusive of any applicable Value Added Tax, which the Customer will be additionally liable to pay to Ingram.

7. TERMS OF PAYMENT

- 7.1 Unless Ingram shall have previously agreed in Writing with the Customer that the Products shall be supplied on credit payment for the Products shall be made in full by the Customer with the Customer's order or on delivery or collection of the Product as determined by Ingram.
- 7.2 Where Ingram has agreed to supply the Products on credit Customer shall pay the price of the Products within 30 days of the date of Ingram's invoice notwithstanding that the property in the Products has not passed to the Customer. Invoices will be dated the day of dispatch of the Products. Ingram shall be entitled at its absolute discretion to alter payment terms (other than on concluded Contracts) and withdraw or alter any credit limit granted at any time without notice.
- 7.3 The time of payment of the price shall be of the essence of the Contract. If the Customer fails to make a payment on the due date then without prejudice to any other right or remedy available to it Ingram shall be entitled to:-
- 7.3.1 cancel the Contract or suspend any further deliveries or suspend any services to the Customer.
- 7.3.2 appropriate any payment made by the Customer to such of the Products as Ingram may think fit (notwithstanding any purported appropriation by the Customer).
- 7.3.3 charge the Customer interest (both before and after judgement) on the amount unpaid at the rate of 5% per annum above Barclays Bank plc base rate from time to time until payment in full is made such interest being calculated on a daily basis.

8. DELIVERY

- 8.1 Delivery of the Products shall be made by Ingram to such place as shall have been

agreed between Ingram and the Customer. Unless the Customer shall have notified Ingram in Writing within 5 working days of the date of Ingram's invoice that the Products have not been delivered then delivery shall be deemed to have taken place in accordance with the Contract and the Customer shall not be entitled to raise any claim of short or mishipment. Ingram is entitled to issue its invoice on or after the date of dispatch of Products from its facility.

- 8.2 Ingram shall be entitled to assume that any person who both reasonably appears and claims to have authority to accept delivery who signs a note in respect of the Products on behalf of the Customer or the Customer's customer (if Ingram has agreed to deliver direct) shall in fact have the authority.
- 8.3 Any dates quoted for the delivery of Products are approximate only and Ingram shall have no liability to the Customer for any delay in delivery of Products howsoever caused.
- 8.4 Where Products are to be delivered in instalments each delivery shall constitute a separate Contract and failure by Ingram to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to treat the Contract as a whole as repudiated.
- 8.5 For the purpose of these Conditions where Ingram has agreed to deliver Products direct to the Customer's customer any such delivery shall be deemed to be delivery to the Customer and any refusal by the Customer's customer to accept delivery shall be deemed to be a refusal by the Customer.

9. RISK AND PROPERTY

- 9.1 Risk of damage to or loss of Products shall pass to the Customer at the time of delivery or if the Customer wrongfully fails to take delivery of Products the time when Ingram has tendered delivery of the Products.
- 9.2 Notwithstanding delivery and the passing of risk of the Products or any other provisions of these Conditions the property in the Products shall not pass to the Customer until Ingram has received in cash or cleared funds payment in full of the price of the Products and all other Products and Services previously sold or supplied by Ingram to the Customer for which payment is then due.
- 9.3 Until such time as the property in the Products passes to the Customer the Customer shall hold the Products as Ingram's fiduciary agent and bailee and shall keep the Products separate to those of the Customer and third parties and properly stored protected and insured and identified as Ingram's property.
- 9.4 Until such time as the property in the Products passes to the Customer (and provided the Products are still in existence and have not been resold) Ingram shall be entitled at any time to require the Customer to deliver up the Products to Ingram and if the Customer fails to do so forthwith to enter upon any premises of the Customer or any third party where the Products are stored and repossess the Products.

10. WARRANTIES AND LIABILITY

- 10.1 Ingram does not manufacture the Products (or where the Products comprise computer software does not publish or license the

software) and subject to the conditions set out below in this clause 10 Ingram sells the Products with the benefit of the manufacturer's or publisher's or licensor's ("publisher's") warranty (as the case may be).

10.2

10.2.1 Ingram will accept liability for defective Products only to the extent that Ingram is entitled to make a claim under the manufacturer's or publisher's, Dead on Arrival, warranty or other defective goods terms and actually obtains from the manufacturer or publisher a refund credit repair or replacement in respect of the defective Products. For example and without limit if the manufacturer's or publisher's defective goods terms requires that Product is returned direct to it or a nominated service provider Ingram cannot and shall have no obligation to accept a return of and/or grant a credit for such Product.

10.2.2 Ingram shall be under no liability in respect of any defect arising from fair wear and tear wilful damage negligence abnormal working conditions failure to follow Ingram's or the manufacturer's or publisher's instructions (whether oral or in Writing) misuse or alteration or repair of the Products without Ingram's approval

10.2.3 Ingram shall be under no liability under the above warranty if the total price of the Products has not been paid.

10.3

All warranties, conditions or other terms implied by common law or statute, or otherwise in connection with the sale or supply of goods or goods or services (save, in the case of goods as to title) are excluded to the fullest extent permitted by law.

10.4

Any claim by the Customer which is based on a defect in the quality or condition of the Products shall be notified to Ingram's Customer Services Department. Upon notification of any such claim by the Customer Ingram shall either notify the Customer whether the policy of the manufacturer of the Products is to deal with the Customer direct (in which case the Customer shall deal with the manufacturer direct provided Ingram gives sufficient details to enable the Customer so to do) or shall provide the Customer with an RMA number (in which case the Customer shall return the Products to Ingram in their original UNMARKED packaging together with details of the RMA number and the Customer's name and address). This clause 10.4 shall only apply to Product Customer is entitled to return to Ingram as provided in these Conditions.

10.5

Ingram shall not be liable to the Customer for any economic or financial loss or damage (including without limit any loss of profits, loss of revenue, liabilities incurred by the Customer to third parties, or additional expenses incurred or the cost of time spent) or any consequential, indirect, or special loss or damage costs expenses or other claims for consequential compensation whatsoever (including without limit loss of or damage to data or loss of goodwill) incurred or suffered by the Customer and in every case howsoever caused or arising (and whether caused by the negligence of Ingram its employees or agents or otherwise).

10.6

Ingram's liability for direct loss or damage arising from damage to tangible property for which Ingram is liable shall be limited to the VAT exclusive price of the relevant Product

or Service in connection with which any claim for damage or loss is made.

10.7 Nothing in these Conditions shall in any way exclude or limit any liability Ingram may have for death or personal injury caused by its negligence.

10.8 Ingram shall not be liable to the Customer or be deemed to be in breach of any Contract by reason of any delay in performing or any failure to perform any of Ingram's obligation in relation to the Products if the delay or failure was due to any cause beyond Ingram's reasonable control. Without prejudice to the generality of the foregoing the following shall be regarded as causes beyond Ingram's reasonable control:-

10.8.1 Act of God explosion flood tempest fire or accident.

10.8.2 war or threat of war sabotage insurrection civil disturbance or requisition.

10.8.3 acts restrictions regulations bye-laws prohibitions or measures of any kind on the part of any governmental or parliamentary or local authority.

10.8.4 import or export regulations or embargoes.

10.8.5 strikes lock outs or other industrial actions or trade disputes (whether involving employees of Ingram or a third party)

10.8.6 difficulties of Ingram's supplier in obtaining raw materials labour fuel parts or machinery

11. RETURNS AND REPAIRS

11.1 If Ingram agrees to accept the return of any Products (other than for the purpose set out in Clause 10 above) or agrees to carry out repairs to other Products which have not been purchased from Ingram or agrees to repair Products which are out of warranty the Customer shall not send the same to Ingram unless they are accompanied by an RMA number previously advised by Ingram's customer services department and a copy of the suppliers sales invoice and are sent in their original packaging or same or similar material.

11.2 If Ingram has agreed to carry out repairs or to replace Products (or any parts thereof) other than for the purpose set out in clause 10 above the Customer irrevocably authorises Ingram to carry out such repairs or provide such replacements as shall place the Products in proper working order.

11.3 Ingram shall accept no liability for any damage to or loss in transit in Products returned to Ingram whether under this Clause or under Clause 10 above.

11.4 If Ingram has agreed to accept the return of Products other than for the purpose set out in Clause 10 above or than for the purpose of carrying out any other repair or replacement the Products must be returned in their original packaging and in a clean resaleable condition failing which Ingram will refuse to accept the same and the Customer shall remain liable for the price thereof.

12. INSOLVENCY OF CUSTOMER

12.1 This Clause applies if:-

12.1.1 the Customer makes any voluntary arrangements with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation otherwise than for the purposes of amalgamation or reconstruction.

12.1.2 an encumbrancer takes possession or a receiver is appointed of any of the property or assets of the Customer or 12.1.3 the Customer ceases or threatens to cease carrying on business or

12.1.4 Ingram reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.

12.2 If this Clause applies then without prejudice to any other right or remedy available to Ingram Ingram shall be entitled to cancel the Contract or suspend any further deliveries or services under the Contract without any liability to the Customer and if the Products have been delivered and not paid for then the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

13. EXPORT RESTRICTIONS

13.1 The Customer acknowledges that the transfer of any of the Products imported from the United States of America is subject to the export control laws and regulations of the USA and any amendments thereof which restrict exports and re-exports of hardware, software, technical data, and direct products of technical data, including services derived from use of the Products. The Customer agrees that it will not export or re-export any USA imported Products or any information and documentation related thereto, directly or indirectly, without first obtaining permission to do so as required from the United States of America Department of Commerce's Bureau of Export Administration or other appropriate governmental agencies to any countries, end-users or for any end-uses that are restricted by USA export laws and regulations and any amendments thereof which include, but are not limited to the following:-

Restricted Countries : Cuba, Haiti, Federal Republic of Yugoslavia (Serbia and Montenegro), Iran, Iraq, Libya, North Korea, south Africa (military and police entities only), Syria and Vietnam.

Restricted End-Users: Any end-user whom the Customer knows or has reason to know will use USA imported Products in the design, development or production of missiles and missile technology, nuclear weapons and weapons technology or chemical and biological weapons.

Restricted End-Users: Any use of USA imported Products related to the design, development or production of missiles and missile technology, nuclear weapons and weapons technology or chemical and biological weapons.

13.2 These restrictions change from time to time. If the Customer has any questions regarding its obligations under USA export regulations the Customer should contract the Bureau of Export Administration, United States Department of Commerce, Office of Export Licensing, Washington DC, USA (202) 377 4811 of the local United States Consulate.

14. CONFIGURATION

14.1 On agreement Ingram will provide configuration Services to Customer. Configuration Services will be at the price agreed at the time the order is taken or confirmed. The Customer shall be solely responsible for the accuracy of its order, the specification of the components and their configuration and for ensuring that the configured product specified is satisfactory for the purposes for which it is required including without limit that it has sufficient overall functionality, and will support, be compatible and inter-operable with any hardware, software or middleware with which it is intended to operate.

14.2 Configuration Services will have a warranty of 14 days from the date of shipment to the Customer. Ingram's sole liability (and the Customer's sole remedy against Ingram) in respect of any defective Services for which Ingram is responsible shall be the repair by Ingram or at Ingram's option replacement of the Product on which the Services have been performed. (If any alleged defect shall be attributable to defect in Product the provisions of clause 10 shall apply). Claims in respect of defective Services must be made within 21 days of the date of delivery of the configured Product.

15. GENERAL

15.1 Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principle place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving notice.

15.2 No waiver by Ingram of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

15.3 If any provision of these Conditions is held by any authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provisions in question shall not be affected thereby.

15.4 The Contract shall be governed by the laws of England and the Customer submits to the exclusive jurisdiction of the English Courts