

## Arrow ECS Finland Oy

### Terms and conditions of sale and delivery

#### 1 PURPOSE OF THE GENERAL CONDITIONS OF SALE

These General Conditions of Sale shall apply to the sale of products (the “Product”) specified in Arrow ECS Finland Oy’s (hereinafter the “Arrow ECS”) resale price list that is valid at any given time (hereinafter the “Resale Price List”). The related licenses shall be granted by the software manufacturers directly to the end users, and the granting of such licenses shall be governed by the software manufacturers’ applicable licensing terms and conditions. The Reseller’s terms of purchase shall not apply in lieu of these General Conditions of Sale or in addition thereto. The Reseller shall buy the Products in its own name, and is not entitled to represent Arrow ECS in any respect.

#### 2 PRODUCT DATA AND PRICES

Arrow ECS retains the right to modify the Products and the Product data, as well as to increase or decrease the range of Products offered for sale, to change their models or product descriptions and/or to stop selling a Product without informing the Reseller thereof beforehand. The indicated prices do not include value added tax nor other taxes or fees. Arrow ECS retains the right to amend the Resale Price List without informing the Reseller thereof beforehand. Whenever price increases take place, the lower prices that applied previously shall continue to apply to all orders that were accepted before Arrow ECS notified its Resellers of the price increase. In the case of price reductions, the new prices shall apply to all orders that have not been executed before the notification. Arrow ECS shall comply with the conditions of resale and discount practices recommended by its suppliers (for example, in the case of SUN Microsystems, the SUN EMEA System Provider Reference Guide). Such conditions and information on the applicable discounts shall also be complied with by the Reseller. The conditions of resale and information on the applicable discounts that are valid at any given time can be obtained from Arrow ECS’s sales administration.

#### 3 CUSTOMER REGISTER, BRANDS AND PRODUCT INFORMATION

The Reseller has the right to use the trademarks related to the Products, in addition to the distinctive marks (“Distinctive Marks”) related thereto, such as trade names, emblems or logos, only for the purposes of marketing and selling the Products and only in a manner specified in the valid instructions provided by Arrow ECS and Arrow ECS’s suppliers. The Reseller does not have the right to remove the trademarks or Distinctive Marks from the Products or to mark the Products with any other trademarks or Distinctive Marks. The Reseller obtains no other right to the Distinctive Marks or other trademarks that belong to Arrow ECS or Arrow ECS’s suppliers, with the exception of the limited right of use granted to the Reseller under this section of the Agreement. The Reseller shall present the Products appropriately and must not provide information on the Products that is misleading or contradictory to the product data.

#### 4 PLACING AN ORDER

The Reseller shall order the Products from Arrow ECS in writing by fax or e-mail or through Arrow ECS's www-pages ([www.arrowecs.fi](http://www.arrowecs.fi)). Arrow ECS shall notify the Reseller in writing of the acceptance of the orders and of their validity by fax or e-mail. The Reseller cannot cancel orders without written consent from Arrow ECS. After Arrow ECS has accepted the order, it shall take all reasonable measures to execute the delivery. All notifications concerning the period of delivery are only estimates, and Arrow ECS is not liable for damages if a delivery is delayed. In the case of a Product not being available, Arrow ECS shall take reasonable measures to execute the order as agreed.

#### 5 CONDITIONS OF DELIVERY, LIABILITY FOR RISK

The Products shall be delivered to the Reseller from Arrow ECS's central warehouse, which is located in Germany at Blaue Liede 14, 36282 Hauneck. The indicated prices include transportation insurance premiums. The Reseller shall pay all freight costs, transport and customs and similar fees. The customer can use the transportation services provided by Arrow ECS by paying the freight costs. The freight costs are determined on the basis of the selected method of transportation and Arrow ECS's price list valid from time to time. The liability for risks related to the Products is transferred from Arrow ECS to the Reseller when the Products are delivered. The place where the Products are considered to be delivered is Arrow ECS's warehouse in Germany at Blaue Liede 14, 36282 Hauneck, unless another place accepted by Arrow ECS is specified. The Reseller is responsible for the Products and the transportation costs between Arrow ECS's place of delivery and the final destination. The right of ownership of the Products is transferred to the Reseller only after the entire purchase price has been paid.

#### 6 LIABILITY FOR DEFECTIVE PRODUCTS

The Reseller shall notify Arrow ECS in writing of all defects in the Products and their delivery as soon as possible after the defect was detected but not later than five (5) workdays after the date when the Product was delivered or was to be delivered to the Reseller. Complaints concerning a defective delivery or a defective Product will not be considered after the period of time referred to previously in this Section 6. The Reseller does not have the right to return a Product or to cancel an order without the prior written consent from Arrow ECS. To obtain such consent, the Reseller shall send to Arrow ECS a Product return request by fax or e-mail or via Arrow ECS's www-pages ([www.arrowecs.fi](http://www.arrowecs.fi)). Arrow ECS retains the right to refuse to accept a Product return if the request is unfounded or drawn up incorrectly. When accepting a Product return request, Arrow ECS shall notify the Reseller by e-mail or fax of the return number that must be used as a reference number for the returned Product. The return number is valid for 14 days. A copy of the invoice or some other proof of delivery must be sent to Arrow ECS when the Product is returned. Any returned Products that are not identified with a return number will be sent back to the Reseller at the Reseller's expense and no action will be taken with regard to the Products by Arrow ECS.

## 7 PAYMENTS, TERMS OF PAYMENT

Recommended prices any prices set by Arrow ECS or Arrow ECS's suppliers for the Products are only recommended prices and are not binding on the Reseller. The Reseller has the right to set its own sales prices. Terms of payment and interest on overdue payments Arrow ECS shall apply for credit security for the Reseller's purchase operations. The credit limit to be granted to the Reseller is determined at the same time. The payment specified in the invoice is due 30 days after the date of the invoice for the Reseller's purchase operations with granted credit limit, if not agreed otherwise. For overdue payments, interest on overdue payments is charged for the period for which the payment is delayed in accordance with the Finnish Act on Interest in force from time to time starting from the due date.

## 8 SOFTWARE PRODUCTS

Software products manufactured by third party suppliers that are included in the Products ("Software Products") belong to the manufacturer of the Software Product in question. They are not sold; instead, the right to use such Software Products is given in accordance with the Arrow ECS conditions that are included in the delivery of the Software Product. All Software Products are protected by intellectual property rights, such as copyright. All intellectual property rights belong to the manufacturer of the Software Product in question. The Reseller is not entitled to copy, translate, alter, adapt or modify a Software Product nor to create derivative works from a Software Product without permission from the software manufacturer or otherwise except in cases in which such activity is expressly permitted by the applicable law. In addition, the Reseller is not entitled to decompile, disassemble or reverse engineer a Software Product or in any other manner decode a Software Product, nor to merge or incorporate a Software Product with another Software Product or to change a Software Product in whole or in part.

## 9 GUARANTEE, PRODUCT LIABILITY, RESTRICTION OF LIABILITY

The product manufacturer may grant a guarantee for the Product that is to be delivered. Arrow ECS does not give any express or indirect guarantee to the Product. All repairs carried out under the guarantee will be carried out by the manufacturer or a service company recommended by the manufacturer. Notwithstanding any other provision of these General Conditions of Sale, the maximum limit for any damages that ARROW ECS is liable to pay is the value of the Product at its purchase price. The value of the Product is determined on the basis of the Products ordered by the Reseller during the three month period preceding the moment, when the event giving rise to damages has first been noticed. Arrow ECS's liability is limited to the said Product's value also in a case where the amount of damage incurred by the infringement of other applicable rights, including but not limited to third party intellectual property rights, would exceed the Product's value irrespective of whether the damage was caused by breach of agreement, negligence or other similar reason.

Arrow ECS is not responsible for consequential or indirect damages caused to the Reseller or to third parties, including but not limited to loss of information or sales profit, other financial loss or damage or purchase of substitute goods.

## 10 FORCE MAJEURE

If the performance by the Parties of their obligations regarding the order and/or delivery of Products and licenses is delayed or prevented by circumstances beyond the reasonable control of that Party, the Party in question is not, in accordance with these General Conditions of Sale, responsible for loss or damage caused by a delay in delivery or breach of these General Conditions of Sale for which they otherwise would be responsible in accordance with these General Conditions of Sale, if such delay or damage is the result of circumstances that prevent the execution of the agreement or make it unreasonably difficult. Such Party shall, however, do its best efforts to mitigate possible consequences to the performance of these General Conditions of Sale, and perform said contractual obligations as promptly as reasonably practicable after removal of the cause and/or its effects.

As regards Arrow ECS, the circumstances that are considered force majeure include but are not limited to: cancellation of the necessary Arrow ECS, refusal to grant the necessary Arrow ECS, and unavailability of a Product.

The Party that wants to invoke a force majeure situation must without undue delay notify the other Party in writing when such an obstruction arises and when it terminates. Both Parties can cancel an order in the case of a force majeure by notifying the other Party thereof in writing if the Party that is delayed in the execution of the agreement is delayed for more than 60 days because of the force majeure situation. Discharge of liability in accordance with this force majeure provision does not, in any circumstances, relieve the Reseller from its obligation to pay its debts.

## 11 LEGISLATION CONCERNING EXPORT TRADE

The Reseller shall comply with all applicable laws when carrying out its operations. Particular attention must be paid to the fact that the Reseller is not entitled to sell or otherwise deliver or export from Finland the Products, including Software Products, documentation and other equipment, information or other end product, without taking into account all the legislation that applies to such a sale, delivery or export, including the export legislation and its provisions valid in the United States (United States Administration Act). The Reseller agrees not to sell the Products to customers if there is good reason to suspect that they may breach the above-mentioned laws.

## 12 APPLICABLE LAW AND SETTLEMENT OF DISPUTES

The laws of Finland shall apply to the sale of Products by Arrow ECS and to these General Conditions of Sale. All disputes caused by the interpretation and application of these General Conditions of Sale and all related issues shall be referred for settlement to the district court in the town, where Arrow ECS has its domicile.