

### HOW TO BECOME A RESELLER?

Exertis Nordics (EXN) distributes a large assortment of IT-products, AV products, DVD/BD movies and PC/Console games through different business venues. Sales are only done through resellers, authorized by EXN, in accordance with the following terms.

### WHAT IS EXPENDED OF A RESELLER?

To become an authorized reseller of EXN products, your company must act in a professional manner and, with your own resources, conduct reseller business with Exertis product portfolio. Your company is expected to be helpful to end customers with purchase orders as well as the composition of total solutions and be able to provide service of sold products. EXN also requires a completed reseller application to be submitted, and that your company can submit proof of registration from PRV, or similar instances in the EU or your company's country of origin.

### ORDERS

Ordering/buying products from EXN will automatically imply the acceptance of our current sales terms. EXN reserves the right to change sales terms without prior notification. The updated sales terms can be found at <http://www.exertis.se/legal/sales/en/> and may also be sent to the reseller upon request.

### PRICING AND PAYMENT RULES

#### General rules and regulations

All prices in our price lists are exclusive of VAT and shipping. We reserve against potential errors and changes beyond our control. If an order is placed on out of stock items, the order may only be canceled with the approval of Exertis. Note that most purchase quotes usually contain special agreements. If the reseller has been accepted to place orders through the web shop, the reseller has full responsibility for all transactions, which are made with the reseller's credentials through the web shop. If the reseller no longer wants access to the web shop, or wants to block their account, the reseller has full responsibility for all transactions until EXN receives a written notification of such a request. All delivered items are the property of EXN, until full payment has been received by EXN.

#### Price Changes

We reserve the right to change prices without prior notice, for example due to changes in the USD currency rate, or similar of other currencies. All in stock products will be delivered at the agreed price and if the price changes between order and delivery the price on the purchase quote will be the price to be paid. For out of stock items the price to be paid will be the price on the purchase order, with reservation for pricing adjustment from the supplier or other unforeseen events out of EXN's control. In the case of pricing adjustment, the new price must be accepted by the reseller, otherwise the order will be canceled.

#### Pricing

EXN's pricing system is based on quantity; discounts may be obtained on some goods, upon order of a given quantity of goods.

#### Payment/Credit rules and regulations

A credit line application should be submitted at the same time as the reseller application and will be taken care of by EXN's finance department. We have the right to check your credit score. Credit is usually given at 30 days net, after two (2) establishing orders to collect. Billing occurs at delivery and the credit period is calculated from our delivery date. Penalty interest is taken by 12 % per year. Service charge (presently 4 EUR), reminder and debt collection costs will also apply. If credit is not approved, delivery can be arranged by paying cash on delivery or cash in advance.

### DELIVERY

#### Delivery time

Usually delivery of in stock warehouse items occurs the same day, if order is placed before 15:00.

#### Delivery options

Generally delivery occurs through pickup or through the post offices business package, FP1600 (within Sweden) or DPD (foreign countries). Express delivery firms may be used if delivery is within the Gothenburg region, in which case order must be placed before 11:00 for the delivery to occur the same day. Other delivery may be used if there is a mutual agreement between EXN and the reseller.

#### Freight charges

EXN debits actual freight charges, according to the respective forwarder's current price list. Orders placed through Exertis web shop are charged with a unit freight cost of 99 SEK for a single package, 199 SEK for delivery where movie screens are included and 499 SEK for orders that are shipped on a pallet (applies to standard EU sized pallet, in the case of bulk shipping, extra freight charges apply). Freight is applied to the first delivery. Back order items are usually delivered without freight charges in which case EXN chooses the method of transportation. Cash on delivery and costs for express delivery, or similar, will be added to the freight charges in every delivery (this includes back orders). All freight charges are applicable only to delivery within Sweden. For the freight rate to other countries, please contact our sales department. For whiteboards and certain AV furniture, freight charges from the manufacturer/factory will always be added, regardless of other freight terms, due to these products being bulky.

#### Third party logistics

Exertis offers the possibility to include the reseller's logo for all documentation concerning deliveries directly to the end customer; the reseller's information will be placed as the sender of the package. The cost for this is presently 30 SEK per order. Exertis also offers many other options and solutions for third party logistics. If the reseller is interested in any of these options, offers are made separately.

#### Transport damage

EXN takes no responsibility for damages, or loss of product, that occurs during the transportation process. If transportation damage has occurred, the recipient should immediately apply for reimbursement directly to the transport company.

#### Stop of delivery

If the reseller exceeds their credit limit or fail to pay their invoice EXN reserves the right to deny future deliveries.

#### Force Majeure

EXN is not responsible for loss, or delay, caused by legal enactment, government action, strikes, lockouts, acts of war or other similar causes which prevent/hinder EXN's performance of delivery.

### WARRANTIES

Respective manufactures warranty terms apply, usually for a maximum of 12 months from delivery to reseller. The warranty period starts from Exertis invoice date, unless otherwise indicated. The reseller never has better rights against EXN, than EXN has against the manufacturer. EXN is not responsible for replacement parts/products during the service period, neither for any extra charges of repair work that the reseller may have in connection to the warranty. Regular return policy should be followed when EXN has responsibility for warranty (e.g. computers).

#### Product value below 200 SEK and wear products

Products/components with a net price (product value) below 200 SEK w/o tax (per product) and product of the type wear product, i.e. mouse and keyboard, are not covered by the usual warranty terms. These types of products are covered by a 60 day unpacking warranty, against fabrication flaws.

#### Consumable products

Printer cartridges, toner, batteries, data media and products of the type consumable items are not covered by the regular warranty terms. These types of products are covered by a 60 day unpacking warranty. Writable DVD-/CD's, diskettes and similar items are usually not covered by any warranty.

#### Dead On Arrival (DOA)

If a product does not function at the time of unpacking then regular return routines apply.

#### Computers built by Exertis

Our own computer brands are covered by a 12 month hardware warranty for our resellers. To invoke this warranty, the computer must be received by us a minimum of two (2) weeks before the warranty period ends. For computer brands specific to the reseller the warranty terms are set in a separate agreement.

## Software

Regular there is no guarantee on software or faults caused by software on hardware, which is the cause of defect software or/and data media, i.e. DVD-/CD's and diskettes.

## **RETURNS**

EXN reserves the right to refer the reseller/end user to an external service partner, where applicable.

### Right of return

EXN has neither an "open buying" policy, nor any general right of return. Special rules and offers may apply. Please contact our sales department for further information.

### Return procedure

In the case of warranty; first, contact the external service partner, if applicable. Updated list of warranty periods and responsible service partners is located our website. If no other agreement has been reached, an RMA-number (return number) must be obtained from EXN before returning goods. RMA-numbers are obtained through our website, where you can also search your invoice history. The RMA-number is valid 14 days from the issued date. This means that EXN must receive the return shipment within 14 days and also before the warranty period is over. Returns should always be labeled with a valid RMA number. Never write directly on the product packaging, even if it serves as the shipping packaging. Remember that the product usually is repaired/exchanged and should be able to be sold again, after repair action! Always attach a complete error description with the product and how to recreate the problem (important). Descriptions like, "Not functioning" is not sufficient. When returning the product, it should be returned in its original packaging, if possible, and with all accessories, such as cables, CD/DVD's, manuals et al. The error description may NOT be written on the product or its packaging. Attach as a separate document! Return the product to the stated return address. The reseller is responsible for freight charge of the returns, all the way to the return address. EXN will not accept cash on delivery, or anything similar where EXN must pay for shipping. EXN will not pick up the returned product at another address, i.e. the post office or similar. When returning to the reseller, approved returns, EXN will be responsible for freight charges all the way to the return address, see below for exceptions to this rule.

### Packaging of returns

It is the responsibility of the sender to pack returned products satisfactory. EXN will not reimburse damages incurred due to insufficient/inadequate packaging.

### Liability for returns

EXN will not reimburse shipping/handling cost that the reseller has in correlation with returns nor will EXN reimburse the reseller for work charges made by the reseller or any third party (e.g external service partner).

### Exchange, repair and credit?

EXN reserves the right to determine if a returned product should be repaired, exchanged by an identical, or equivalent, product or credited the reseller.

### Pricing of return

When crediting a returned product, the credited amount is always the lowest between invoice amount and current price list of same, or equivalent, product. EXN reserves the right to make age reductions on end of life products.

### Improper/missing delivery

Should the reseller receive a product different from the ordered, EXN's returns department must be contacted within 8 days. The reseller will then receive a return number (RMA-number). This RMA-number is valid for 14 days. The product will be exchanged or credited in accordance to the reseller's wishes. In regard to improper/missing deliveries, where EXN must be given the possibility to review the issue, before making any decision regarding completion or credit.

### Incorrect placed order

In case of EXN approval regarding incorrectly placed order, of a regular in stock product, a handling fee will be issued of at least 20 % of the product value (minimum 300 SEK). The product must still be available in regular stock at Exertis warehouse to be approved in return. Special orders have no general return rights, but if allowed, EXN will issue a handling fee of at least 30 % of the product value. If the reseller wishes to have the product credited, it must be return in mint condition, not opened, dirty or otherwise tampered with.

### Return/examination charges

If a return defective product, upon examination, proves to be without defects, a return/examination charge will be issued. Presently 600 SEK regarding components and 780 SEK regarding computers.

### Unauthorized returns

Returns that do not have a valid return number, or in any other way does not conform with above stated terms, or not sold by EXN, will be returned to the reseller without action. The reseller will be responsible for all costs of such a return.

### Export controls, Anti-corruption and sanktions compliance

RESELLER hereby agrees NOT to sell to any party located outside the EEA or any party where the RESELLER can reasonably suspect that the products will be exported outside the EEA.

RESELLER agrees that they will not contract with or otherwise do business with any individual, company, organization or other entity that is the subject or target of any US, EU or other national government financial and economic sanctions or trade embargoes or otherwise identified on a list of prohibited, sanctioned, debarred, or denied parties.

Neither RESELLER nor any of its directors, board members or employees is the subject or target of any sanctions.

The Parties agree to comply with the Anti-corruption Laws.