

## Trading Terms and Conditions of ScanSource UK Ltd

Your attention is particularly drawn to the limitation of liability provisions at clause 12. In agreeing to these Trading Terms, you are also agreeing to, and accepting, the terms and conditions referred to herein and which are made available to You by way of hyperlinks.

### 1. DEFINITIONS

- 1.1 "Ancillary Services" means any service provided by ScanSource that is minor and ancillary to the goods being provided.
- 1.2 "Business Day" means any calendar day except for Saturdays, Sundays and any public holiday applicable in Belgium.
- 1.3 "Contract" will mean any agreement of sale between Us and You, including but not limited to any order placed by You and accepted by ScanSource.
- 1.4 "End-user" means a company or a person who actually uses Products rather than one who makes or sells them.
- 1.5 "Products" means goods including but not limited to computer hardware and software items to be provided by Us to You in accordance with these terms.
- 1.6 "Resellers" means a company that purchases Products with the intention of selling them on rather than consuming or using them.
- 1.7 "Third Party Software" means all software owned by or licensed to You from a third party owner (whether or not supplied by Us) and which comprises part of the Products.
- 1.8 "Trading Terms" means the Trading Terms and Conditions of ScanSource as set out herein which are effective from 18 March 2019.
- 1.9 "Us", "We" or "ScanSource" means ScanSource UK Ltd.
- 1.10 "You" means the ScanSource customer identified in an order to whom ScanSource may agree to supply Products in accordance with these terms and conditions.
- 1.11 "LCIA" means the London Court of International Arbitration.

### 2. SCOPE, ORDER ACCEPTANCE

- 2.1 ScanSource only sells to Resellers and all orders placed with Us by You for Products shall constitute an offer to Us, under these terms, subject to availability of the Products and to acceptance of the order by Our authorised representative.
- 2.2 All orders are accepted and Products and Ancillary Services supplied subject to these Trading Terms only. No amendment to these terms will be valid unless confirmed in writing by Our authorised representative on or after the date hereof.
- 2.3 In the event that We offer to You the facility to order Products via an online platform or electronic data interchange ("EDI"), the electronic communications between Us and You via the online platform or EDI shall be governed by the ScanSource Europe Product Database License Agreement available at [www.scansource.eu/legal-terms](http://www.scansource.eu/legal-terms). In the event of a conflict between clauses 15.7 or 15.8 of these Trading Terms and the relevant dispute resolution or forum selection provisions of the ScanSource Europe Product Database License Agreement, clauses 15.7 and 15.8 of these Trading Terms shall prevail. In the event of a conflict between any other provision of these Trading Terms and the ScanSource Europe Product Database License Agreement, the stricter obligation on You shall prevail.
- 2.4 For the avoidance of doubt, Your general conditions or trading terms, if any, shall be herewith explicitly excluded.
- 2.5 We reserve the right to amend these Trading Terms at Our sole discretion at any time.

### 3. INDEPENDENT CONTRACTOR

The relationship between You and Us is that of an independent contractor. Neither party is the agent of each other, and neither party has any authority to make any obligation expressly or impliedly in the name of the other party, without that party's prior written consent for express purposes connected with the performance of the Contract.

### 4. DESPATCH

- 4.1 Any time or date quoted for despatch is to be treated as an estimate only. We will use reasonable endeavours to despatch the Products within the time or

date quoted, but the time of despatch will not be of the essence. If, despite those endeavours, We are unable for any reason to despatch on the specified time or date, We will be deemed not to be in breach of the Contract, nor (for the avoidance of doubt) will We have any liability to You for direct, indirect or consequential loss (all three of which terms includes, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill, claims of third parties and like loss) howsoever caused (including as a result of negligence) by any delay or failure in despatch.

- 4.2 Delivery of the Products will be made Ex Works (Incoterms 2010) ScanSource's Warehouse.

- 4.3 Delivery of the Products will be accepted at any time. If You fail to take delivery, or provide any necessary documents, the Products will be deemed to have been delivered and We may, without prejudice to Our other rights, at Our option:

- 4.3.1 store or arrange for storage for the Products until actual delivery or sale and charge You for all related costs and expenses (including, without limitation, storage, handling fee, and insurance); and/or

- 4.3.2 following written notice to You, sell any of the Products at the best price reasonably obtainable in the circumstances and charge You for any shortfall below the price under the Contract.

- 4.4 From the time of the delivery, the Products shall be at Your risk and You shall be solely responsible for their custody, shipment and maintenance.

- 4.5 You must inspect the Products on delivery. If any Products are damaged, non-conforming, defective or not delivered You must notify Us within five (5) Business Days of delivery (or the expected delivery time). If proof of delivery is required, You must request such within fourteen (14) calendar days of the date of the invoice.

- 4.6 Where the Products are software despatch and delivery will be when We make the software available to You. We are not responsible for the transmission or download of the software following delivery.

- 4.7 Delivery of any Ancillary Services will be when the Ancillary Services are provided to You by Us. We shall use reasonable endeavours to meet any performance dates specified in the Contract but any dates shall be estimates only and time shall not be of the essence for the performance of the Ancillary Services.

### 5. CANCELLATION AND RESCHEDULING

- 5.1 Notwithstanding clause 6.3 below, unless otherwise agreed in writing, any request by You for cancellation of any order or for the rescheduling of any deliveries will only be considered by Us if made at least 12 hours before despatch of the Products, and shall be subject to acceptance at Our consent (such consent not to be unreasonably withheld), and subject to Our reasonable administration charges. You hereby agree to indemnify Us against all losses, costs (including the cost of labour and materials used and overheads incurred), damages, charges and expenses arising out of the order and its cancellation or rescheduling.

- 5.2 We reserve the right to cancel any order if proceeding with such order would not be commercially viable for Us including but not limited to due to unfavourable fluctuations in the exchange rate. We shall have no liability to You in respect of any orders we may cancel.

### 6. PRICING

- 6.1 Catalogues, price lists and other advertising literature or material as used by Us are intended only as an indication as to the price and range of Products offered and no prices, descriptions or other particulars contained in them shall be binding on Us.

- 6.2 All prices are given by Us at the time of the order on an Ex-Works basis and You are liable to pay for all transport, packing and insurance costs.

- 6.3 All quoted or listed prices are based on the cost to Us of supplying the Products to You. Prices which are subject to an exchange rate are invoiced at the exchange rate as at the date of the respective invoice. If before delivery of the Products there is an increase in any way of such costs in respect of Products which have not yet been delivered, the price payable may be changed in order to reflect this increase without notice. Any increase in price will entitle You to cancel the order by giving written notice to Us within two (2) Business Days of You being made aware of such increase. If You cancel the order in accordance with this condition 6.3 then:

- 6.3.1 We will refund to You any sums which You have paid to Us in respect of that order or part of the order which has been cancelled; and

6.3.2 You will be under no liability to make any payments in respect of that order or part of the order which has been cancelled.

6.4 All prices are exclusive of Value Added Tax and any similar taxes. All such taxes are payable by You and will be levied in accordance with laws in force at the tax point date.

#### 7. PAYMENT TERMS AND RETENTION OF TITLE

7.1 Invoices will be raised and dated by Us on the date of despatch of the Products. Unless otherwise specifically requested and agreed, invoices will be payable by You thirty (30) calendar days from the date of invoice by bank transfer to Our account specified in the invoice. Unless otherwise agreed, the currency of payment is Euro. For the avoidance of doubt, We reserve the right to reject any credit card or cheque payments.

7.2 If You do not pay Us in full by the due date You must pay Us interest at the rate of 8% points above the base rate at the time of Bank of England, calculated (on a daily basis) from the due date until payment is made in full both before and after any judgment (unless the court orders otherwise). We reserve the right to charge an administration fee of € 50 for providing a reminder in the event of any overdue amounts.

7.3 You must notify Us in writing within seven (7) calendar days of the date of Our invoice of any errors (for example incorrect prices) in that invoice. If You do not, You will be deemed to have accepted the accuracy of that invoice.

7.4 If You have a credit account with Us, We may withdraw it or reduce the credit limit or bring forward the due date for payment without notice.

7.5 All payments to be made by You will be made in full without any set-off, restriction or condition and without any deduction for or on account of any counterclaim. Until all due payments are received in full in accordance with the foregoing sentence, we reserve the right to withhold delivery or any instalments of any undelivered Products and stop any Products in transit.

7.6 Notwithstanding dispatch and the passing of risk in the Products to You and notwithstanding any provision of these conditions, the title to the hardware Products shall not pass to You until We have received full payment of the price of the Products. Title to the hardware Products shall only pass to You when all prices, taxes and charges due and payable by You in respect of the Products have been paid in full.

7.7 Until You pay all sums due to Us in respect of the Products and all other sums which are or which become due to Us from You on any account:

7.7.1 all Products supplied to You will remain Our property;

7.7.2 all Products must be stored so that they are clearly identifiable as Our property;

7.7.3 You must insure all such Products for their full price against all risks to Our reasonable satisfaction and hold the policy on trust for Us and produce a copy of Your insurance policy upon request;

7.7.4 You must hold the Products on a fiduciary basis as ScanSource's bailee;

7.7.5 You must not destroy, deface or obscure any identifying mark or packaging on or relating to the Products;

7.7.6 You may use such Products and sell them in the ordinary course of Your business at the best price reasonably obtainable in Your business but account to Us for the proceeds of such sale(s) and allow Us to inspect records related to such sale(s) unless We revoke that right (by informing You in writing) or You become insolvent.

Payment for the Products supplied to You hereunder will be deemed to have been made when the full amount of payment is irrevocably credited to Our bank account.

7.8 You must inform Us (in writing) immediately if You become insolvent and/or in case of seizure of or damage to the Products in Your premises.

7.9 Your right to sell or use the Products shall cease immediately if You are in material breach of this Contract, a bankruptcy order is made against You or You enter into liquidation, whether compulsory or voluntary, or make an arrangement with creditors or petition for an administration order or have a Receiver or Manager appointed over all or any part of Your assets or generally become unable to pay Your debts, and in case of seizure of goods in Your premises.

7.10 If Your right to use and sell the Products ends, You must allow Us to remove the Products and dispose of the Products so as to discharge any sums You owe Us under this or any other Contract. Alternatively, at Our request, You shall return to Us, at Your cost and risk, any Products which you have received but not yet paid for in

accordance with this clause 7. Unless We expressly elect otherwise, this Contract or any other Contract You enter into with Us for the supply of Products shall remain in existence notwithstanding any exercise by Us of Our rights hereunder. The Products shall, once the risk has passed to You per the terms hereunder or otherwise, be and remain at Your risk at all times unless and until We have taken possession of them, and You shall insure them accordingly.

7.11 You grant Us an irrevocable license or You will ensure that such license will be granted to Us at any time to enter any premises where the Products are or may be stored to inspect them or, where Your right to possession has ended, to recover them.

7.12 Despite Our retention of title to the Products, We have the right to take legal proceedings to recover the price of Products supplied should You not pay Us in full by the due date.

7.13 You are not entitled to pledge (or in any way charge by way of security for any indebtedness) any of the Products which remain Our property, but if You do so, all monies owing by You to Us shall (without prejudice to any other of Our rights or remedies) immediately become due and payable.

7.14 We reserve the right to stop supplying the Products to You at any time and withdraw any credit facility provided to You.

#### 8. SPECIFICATION OF PRODUCTS AND SUPPLY OF ANCILLARY SERVICES

8.1 We will not be liable in respect of any loss or damage caused by or resulting from any variation for whatsoever reason in the manufacturer's specifications or technical data of the Products. We will not be responsible for any loss or damage resulting from curtailment or cessation of supply of the Products following such variation.

8.2 Unless otherwise agreed, the Products are supplied in accordance with the manufacturer's standard specifications as these may be improved, substituted or modified.

8.3 We reserve the right to increase Our quoted or listed prices, or to charge accordingly in respect of any orders accepted for Products of non-standard specifications and in no circumstances will We consider cancellation of such orders or the return of such orders.

8.4 Ancillary Services will be provided with reasonable care and skill.

#### 9. PROPRIETARY RIGHTS IN SOFTWARE PRODUCTS

You hereby acknowledge that any proprietary rights in any Third Party Software supplied hereunder including, but not limited to, any title or ownership rights, patent rights, copyrights and trade secret rights, shall at all times and for all purposes vest and remain vested in the Third Party Software owner. It is Your sole responsibility to comply with any terms and conditions of any license attaching to Third Party Software supplied and delivered by Us (including, if so required, the execution and return of a Third Party Software license). Your failure to comply with such terms could result in You being refused a software license or having it revoked by the proprietary owner, notwithstanding other remedies included in the relevant license or by law. You further agree to indemnify Us in respect of any costs, charges or expenses incurred by Us as a result of any breach by You of such terms and conditions. No title or ownership of software Products or any Third Party Software licensed to You is transferred to You under any circumstances. If open source software is supplied we are not liable for defects in title or quality of the information, software or documentation, in particular for ensuring that it is correct, accurate, free of third-party property rights and copyrights, complete and/or usable. This does not apply in respect of malicious concealed defects, non-compliance with a guarantee of quality, upon death or personal injury and in the event of wilful or grossly negligent breaches of duty. Open source software may be subject to terms and conditions provided by the owner or licensor of the open source software. You will be responsible for complying with any such terms and conditions.

#### 10. RETURNS

10.1 We reserve the right to levy a reasonable administration charge in respect of Product returns where no defects in materials or workmanship are found.

10.2 Returns are subject to the following:

(a) prior authority (including a valid RMA number) having been obtained from Us which will be given at Our sole discretion;

(b) the request for a return must be made within five (5) Business Days of the date of the invoice and the Products in issue must be returned within five (5) Business Days of the authority to return;

(c) Our stock rotation privileges with the manufacturer;

(d) the Products must be properly packed (original packaging);

(e) the Products must be in a saleable condition; and

(f) Our RMA policy (available for download from ScanSource's website).

We reserve the right to reject any Products which do not comply with the terms set out above.

#### 11. WARRANTIES AND REMEDIES

11.1 We offer no warranties in respect of the Products supplied hereunder other than as offered by the manufacturers of such Products. We shall use Our reasonable endeavors to ensure that You shall receive the benefit of such warranties directly from the manufacturer.

11.2 We reserve the right to test Products returned as faulty and to return to You (at Your expense) any products found not to be faulty. In this case We may in addition charge You Our costs of testing the Products and a reasonable handling fee.

11.3 All software Products supplied are supplied 'as is'. Our sole obligation with the supply of software Products is to use all reasonable endeavours to supply a corrected version or a patch from the manufacturer concerned if the software Product fails to conform to its product description. You must notify Us of any such non-conformity within ninety (90) calendar days of the date of delivery of the software Product. Maintenance of software and software updates or upgrades will depend on the offerings of the software manufacturer without any warranty from Our side.

11.4 We will not consider any claim for compensation, indemnity or refund under liability unless it has been established or agreed with the manufacturer. If the Products are found to be defective, We will only accept the return of such Products as provided in clause 10, and We shall, at Our option, repair or replace the defective Products, or refund the price of the defective Products in full.

11.5 Except as specifically set out in this clause 11, and other than for breach of obligations We have by statute that may not be disclaimed, We disclaim and exclude all other warranties, whether express or implied or otherwise, including but not limited to the warranties of description, design, non-infringement, satisfactory quality and fitness for a particular purpose, absence of harmful software code, or arising from any previous course of dealing, usage or trade practice. Subject to clause 12 below, in no circumstances shall Our liability to You for any breach of warranty exceed the price You paid for the Products with respect to which the claim is made.

#### 12. INDEMNITIES AND LIMITS OF LIABILITY

PLEASE PAY PARTICULAR ATTENTION TO THIS CLAUSE ON LIABILITY

12.1 We do not exclude liability (if any) to You:

12.1.1 for personal injury or death resulting from Our negligence;

12.1.2 for any matter which it would be illegal for ScanSource to exclude (or to attempt to exclude) its liability; or

12.1.3 for fraud.

12.2 Except as provided in clauses 6.3, 11 and 12.1 We will be under no liability to You whatsoever (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) for any injury, death, damage or direct, indirect or consequential loss (all three of which terms include, without limitation, claims of third parties, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss) howsoever caused arising out of or in connection with:

12.2.1 any of the Products, or the manufacture or sale or supply, or failure or delay in supply, of the Products by Us or on the part of Our employees, agents or sub-contractors;

12.2.2 any breach by Us of any of the express or implied terms of the Contract;

12.2.3 any use made or resale by You of any of the Products, or of any goods incorporating any of the Products; or

12.2.4 any statement made or not made, or advice given or not given, by or on behalf of Us.

12.3 We do not, under any circumstances, accept liability when acting as a consultant, either directly or to a third party relating to advice on a technical or commercial level as a response to requests made. It should be noted that We do not accept liability in any form when visiting either Reseller or Reseller customer sites

upon invitation to assess any given situation relating to hardware or software supplied directly or otherwise.

12.4 Except as set out in clauses 6.3 and 11 We exclude, to the fullest extent permissible in law, all conditions, warranties and stipulations, express (other than those set out in the Contract) or implied, statutory, customary or otherwise which, but for such exclusion, would or might subsist in Your favour.

12.5 You agree to fully indemnify, keep indemnified and hold harmless Us and Our employees from and against all costs (including the costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings or legal costs (on a full indemnity basis) and judgments which We or Our employees incur or suffer as a consequence of a direct or indirect breach or negligent performance or failure or delay in performance by You or Your authorised representative. You also agree to fully indemnify Us against all liabilities, costs, losses and damages whatsoever suffered or incurred by Us and arising out of claims by third parties in respect of or in connection with any acts or defaults by You, Your employees, or representatives.

#### 13. (RE-)EXPORT LIMITATION, WEEE, COMPETITION LAW COMPLIANCE

13.1 Regardless of any disclosure made by You to Us of an ultimate destination for any Products, You will not export or re-export any Products without first obtaining all such written consents or authorisations as may be required by any applicable government regulations.

13.2 You undertake to perform the role of distributor in accordance with the European Directive on Waste Electrical and Electronic Equipment (the "Directive") in connection with the provision of the Products and Ancillary Services as if You were the "distributor" as that role is defined in the Directive. As such, You shall ensure that any waste in connection with the supply of the Products and Ancillary Services can be returned to You at least free of charge on a one to one basis as long as the equipment to be disposed of is of an equivalent type and has fulfilled the same functions as the Products. You shall also be obliged to remove damaged Products and deal with such goods in accordance with the Directive at such reasonable cost to be agreed with Us when appropriate.

13.3 You agree to indemnify Us in full in respect of any breach of this clause 13.1 and/or 13.2 or any claim made against Us by any person under the Directive.

13.4 The Parties are aware of the importance of compliance with EU and national competition law rules applicable for the trading relationship between You and Us and You shall take adequate steps to ensure that Your management and relevant staff understand and follow these rules. Either Party is free to decide its own commercial strategy independently, in particular its price and margins.

#### 14. CONFIDENTIALITY

14.1 For the purpose of this clause 14, "**Confidential Information**" shall mean all terms related to pricing, Our and Our suppliers' products, operations, processes, plans or intentions, know-how, trade secrets, customers and business affairs and any non-public information which has been or may be disclosed in the course of discussions leading up to the entering into or performance of these Trading Terms and any Contract. The foregoing applies, whether the information is written or oral and whether identified as confidential or not. For the avoidance of doubt, Our and Our suppliers' performance under these Trading Terms and any Contract, the quality of the Products, and any data provided by Us or Our suppliers to You regarding the Products shall be deemed Confidential Information under these Trading Terms.

14.2 You agree:

(a) to keep the Confidential Information confidential and in safe custody;

(b) that Confidential Information shall be used solely for the purpose for which it was furnished in connection with the performance of these Trading Terms;

(c) You shall not disclose Confidential Information to third parties, save that You may disseminate the Confidential Information amongst Your employees and contractors only on a need-to-know basis for the purpose of performing Your obligations hereunder and provided that they are bound by substantially similar confidentiality provisions as contained in these Trading Terms.

14.3 The obligations on the use and disclosure of Confidential Information as set out in this clause 14 shall not apply to the extent any information:

(a) at the date of its disclosure is lawfully in the public domain or subsequently lawfully enters the public domain other than through unauthorised disclosure by You or any third party; or

(b) the parties agree in writing it need not be kept confidential any longer;

(c) is required by applicable law, regulation, or a government agency or court order, subpoena, or investigative demand, to be disclosed, including the existence or terms of these Trading Terms. Where this is the case, You shall use reasonable efforts to minimise such disclosure and obtain an assurance that the recipient shall accord confidential treatment to such Confidential Information, and shall notify Us immediately of such disclosure.

14.4 In the event of a breach or threatened breach of this clause 14, You agree that the harm suffered by Us will not be compensable by monetary damages alone and, accordingly, We shall, without prejudice to any other legal or equitable remedy, be entitled to an injunction against such breach or threatened breach.

## 15. CONTRACT

15.1 The headings in these terms are for ease of reference only and shall not affect their interpretation or construction.

15.2 No forbearance, delay, or indulgence by either party in enforcing its respective rights shall prejudice or restrict the rights of that party, and no waiver of any such rights or of any breach of any contractual terms shall be deemed to be a waiver of any other right or any later breach.

15.3 You agree not to assign any of Your contractual rights without Our prior written consent.

15.4 If any of these terms are unenforceable as drafted it will not affect the enforceability of any other of these terms and if it would be enforceable if amended, it will be treated as so amended.

15.5 Neither party shall be liable to the other for any delay in failure to perform its obligations hereunder (other than a payment of money) where such delay or failure results from force majeure including but not limited to any act of God, fire, flood, explosion, accident, shortage, industrial dispute, military or government restriction, or any cause beyond its reasonable control.

15.6 Any document or notice by either party which is to be served under these terms may be served by leaving it at or by delivering it to (by first class post or by fax) the other's registered office or principal place of business. In the case of post the document or notice will be deemed to have been given two (2) Business Days after the date of posting. All such notices must be signed.

15.7 These Trading Terms shall be construed in accordance with English Law.

15.8 Dispute Resolution:

(a) If at the date of the relevant transaction You are not domiciled in the United Kingdom, all disputes arising out of or in connection with the present Trading Terms, including any question regarding the validity, existence or termination of these Trading Terms and/or this arbitration clause, shall be referred to and finally resolved by arbitration in London conducted in the English language by a sole arbitrator pursuant to the LCIA Arbitration Rules which are deemed to be incorporated by reference into this clause. Furthermore, ScanSource shall not be prevented from making any application for or relying on any LCIA Emergency Procedure.

(b) Notwithstanding Clause 15.8 (a) above, ScanSource shall not be prevented from seeking to obtain interim relief in respect of its claims or counterclaims in legal proceedings in any jurisdiction which shall include without limitation (i) applications made in any jurisdiction for, or ancillary to, the obtaining of security or (ii) applications made pursuant to the courts powers under the English Arbitration Act 1996 in support of arbitration proceedings.

(c) If at the date of the relevant transaction You are domiciled in the United Kingdom, all disputes arising out of or in connection with the present Trading Terms are subject to the non-exclusive jurisdiction of the courts of England & Wales, and the clauses 15.8 (a) and (b) above do not apply.

15.9 You agree that the above provisions are fair and reasonable and that these terms constitute the entire agreement relating to the Products between You and Us.

15.10 You acknowledge that You have not relied on any statement, promise or representation made or given by or on behalf of Us which is not set out in these terms. Nothing in this clause 15.10 will exclude Our liability in respect of any statements made fraudulently.

15.11 Nothing in this Contract confers any rights on any person under the Contracts (Rights of Third Parties) Act 1999, or any similar statute or regulation.

## 16. AVAYA PRODUCTS

Sales of Avaya Products are subject to additional terms and conditions available at <http://support.avaya.com/LicenseInfo> (the "**Avaya Terms and Conditions**"). In the event of a conflict between clauses 15.7 or 15.8 of these Trading Terms and the relevant dispute resolution or forum selection provisions of the Avaya Terms and Conditions, clauses 15.7 and 15.8 of these Trading Terms shall prevail. In the event of a conflict between any other provisions of these Trading Terms and the Avaya Terms and Conditions, the stricter obligation on You shall prevail.

## 17. NOTICE ON THE SUPPLY OF SERVICES

Sales of any and all Services are subject to additional terms and conditions as described in clauses 17 A. to C. below. In the event of a conflict between these Trading Terms and any additional third-party terms, these Trading Terms shall prevail in particular that in the event of a conflict between clauses 15.7 or 15.8 of these Trading Terms and the relevant dispute resolution or forum selection provisions of any additional third-party terms referred to in clauses 17 A. to C. below, clauses 15.7 and 15.8 of these Trading Terms shall prevail::

A. For the purposes of this clause 17 "**Service**" means any repair, maintenance, installation, implementation and/or other Service which You purchase and resell to an End-user, but excluding any Ancillary Services provided by ScanSource. "**Services**" means any Service when referred to in plural. Such Services are more fully described in the relevant service description documentation.

B. The purchase of any and all Services by You is subject to additional terms and conditions provided by Us or a third-party Service vendor, as applicable. Any Service provided by us is subject to Our Service Terms available at [www.scansource.eu/legal-terms](http://www.scansource.eu/legal-terms).

C. The purchase of Zebra Sell Through Services is subject to Zebra's Sell Through Services Contract made between Zebra and the relevant End-User Customer. All Zebra Sell Through Services are supplied on Zebra's terms and conditions available at [www.scansource.eu/legal-terms](http://www.scansource.eu/legal-terms).

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