

InTouch Website

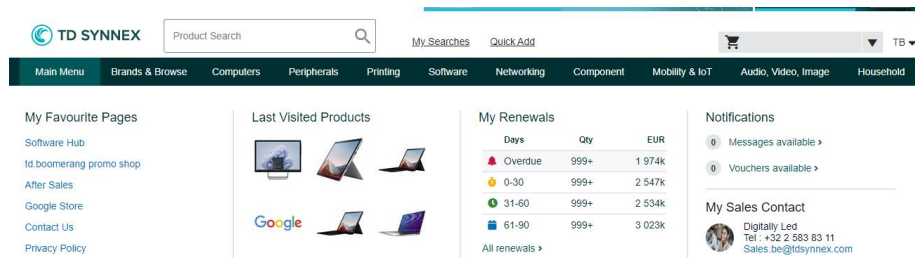
Framework Agreement for TD SYNEX Customer Relations

Access e-business via TD SYNEX websites in just a few steps

TD SYNEX is offering you as a customer the opportunity to access its (Extranet) websites. These websites enable you to do business with TD SYNEX electronically – 24 hours a day, 7 days a week.

We will provide you with login information to access the online e-business applications. You will receive this information after we have received this completed and signed form from you.

Using InTouch, the TD SYNEX online ordering system, you will be able to access TD SYNEX article and inventory information straight away and place orders online quickly and easily.



The screenshot shows the TD SYNEX website interface. At the top, there is a navigation menu with categories like Main Menu, Brands & Browse, Computers, Peripherals, Printing, Software, Networking, Component, Mobility & IoT, Audio, Video, Image, and Household. A search bar is located in the top right. Below the navigation, there are several sections: My Favourite Pages (Software Hub, td boomerang promo shop, After Sales, Google Store, Contact Us, Privacy Policy), Last Visited Products (showing images of monitors and laptops), My Renewals (a table with columns for Days, Qty, and EUR), and Notifications (Messages available, Vouchers available). The My Sales Contact section shows a profile picture and contact details for Digitally Led.

Days	Qty	EUR
Overdue	999+	1 974k
0-30	999+	2 547k
31-60	999+	2 534k
61-90	999+	3 023k

**NEW LIST OF RECUPEL AVAILABLE
STARTING JANUARY 2023**

APPLIANCE LIST 2023 +



PROMO SHOP

Check promos now



Fill out this form, approve pages 1 through 5 (including a second signature on page 5) and mail it together with your recent extract from the C.B.E. to:

Email: salesadmin.be@tdsynnex.com



I accept the full contents of TD SYNEX Belgium's Terms and Conditions and Return Policy, which can be viewed, downloaded and printed at <https://eu.tdsynnex.com/terms-conditions>, and hereby certify that the information provided below is correct.

Please fill in the following information in block capitals.

Customer number :

Company name :

Name (CEO) :

City :

Date :

Signature (CEO) :

Designation as InTouch Administrator (Administrator of InTouch Login Accounts)

InTouch Administrator:

Function :

Telephone :

Email address :

Website :

The InTouch Administrator mentioned above must be provided with:

Check all that apply.

Reseller Admin

Initials for approval :

In addition to the applicable general terms and conditions including the return policy, the following is agreed:

Article 1 — Financial conditions

To become a customer of TD SYNEX, your company's statutes must clearly state that the main activity of your business is the resale of IT, telecommunications or consumer electronics products to more than one end customer. In addition, the expected annual turnover should be at least €15,000 (excl VAT).

TD SYNEX has no obligation to accept a new customer. If no turnover has been achieved at TD SYNEX after six months, TD SYNEX may terminate any agreement and delete your data from our database.

The first two orders are always delivered upon receipt of pre-payment/online payment when entering the order in InTouch. After these two orders, your company can apply for a credit limit. To do this, please contact customer accounts by email at creditcontrol.be@tdsynex.com for customers in Belux and creditcontrol.nl@tdsynex.com for customers in the Netherlands. TD SYNEX can—without being obligated to do so—grant your company a credit limit; this limit can be amended or withdrawn unilaterally.

All transport costs for cross-border deliveries are always borne by the customer and are paid in advance. In these cases, the minimum amount for the first order is €10,000 (excl VAT). TD SYNEX will organize transport; the rates depend on the location, weight and requested delivery time. Your internal sales contact can give you a summary of the delivery rates.

Article 2 — Use of the TD SYNEX website

The customer uses the TD SYNEX websites at their own expense and risk. TD SYNEX aims to make the TD SYNEX website available 24 hours a day, 7 days a week; however, it does not provide the customer with any guarantee in this respect and therefore excludes any liability for damages and/or costs arising from or in connection with the non-availability of the TD SYNEX website.

The customer must provide suitable hardware, software or other necessary items or licenses to access and use the TD websites.

The TD SYNEX websites, whether by means of hyperlinks or otherwise, refer to information provided by third parties. Such information has not been further evaluated by TD SYNEX for reasonableness, accuracy, completeness or topicality. TD SYNEX expressly rejects any liability in this respect.

The information provided is not intended as a substitute for expert advice. If you use the information provided without verification or further advice, you do so at your own expense and risk.

TD SYNEX, or the rights holder, respectively, retains all rights (including copyrights, trademark rights, patents) in relation to information presented on the TD SYNEX websites (including texts, graphics and logos). You will not obtain any form of license in relation to this information except as strictly necessary for online viewing of the TD SYNEX websites. In particular, it is not permitted to copy, reproduce or in any way make available to any third party the contents of the TD SYNEX websites without the express written permission of TD SYNEX.

The exclusions and limitations of liability also extend to the benefit of directors and employees of TD SYNEX and its group companies.

Article 3 — Appointment of the Administrator

The customer appoints an administrator, hereinafter referred to as 'Administrator.' The Administrator is designated by the customer as a contact person for TD SYNEX and is responsible for the use of the TD SYNEX websites in the name of and on behalf of the customer. The contact details for the Administrator are included in this Agreement.

The customer may authorize the Administrator to place orders with TD SYNEX in the customer's name and/or to communicate different delivery addresses to TD SYNEX.

The customer should immediately notify TD SYNEX of the date as of when another Administrator is appointed. In this case, TD SYNEX will assign the customer new login codes as of that date. The old login codes will expire on the same date.

The Administrator controls the use of the TD SYNEX websites on behalf of the customer. The Administrator is responsible, among other things, for:

- Designating the persons who will have access to the TD SYNEX websites within the customer's company (hereinafter referred to as 'the Users')
- Giving personal login codes to each of the Users
- Cancellation of the Users
- Determining the address to which the products ordered through the TD SYNEX websites are delivered
- Determining authorizations of the Users
- Canceling certain authorizations of the Users

The Administrator can modify the above information independently. The customer shall have full and exclusive responsibility for the appointment of the Administrator, the supervision of the Administrator, as well as for all acts and omissions of the Administrator, including in any event the exercise of the powers set out in this Agreement.

TD SYNEX shall in no event be liable for any damage or costs (allegedly) incurred by the customer, their customers or other third parties due to acts or omissions of the Administrator, the Users and/or any person connected to their company in any way. The customer indemnifies TD SYNEX against any possible damages that TD SYNEX would have to reimburse and which have been incurred by the Administrator, the Users, and/or any person connected in any way to the customer's business.

Article 4 — Assigning login codes

After the conclusion of the Agreement, TD SYNEX assigns the customer personal login codes (hereinafter referred to as 'the Login Codes'). The Login Codes are shared with the Administrator by email. The risk that the email containing the Login Codes is not received by the Administrator, is received or intercepted by a third party, or that a third party acquires knowledge of the Login Codes and the Login Codes are misused as a result is passed to the customer.

The Login Codes have three functions:

- The Login Codes grant access to the TD SYNEX websites
- The Login Codes identify the Administrator and/or a user at the customer's premises
- The Login Codes demonstrate the customer's consent for the orders placed by them or on their behalf

TD SYNEX assigns the customer one unique set of Login Codes and will do all that is reasonably possible to ensure the confidentiality of the Login Codes.

The customer shall have full responsibility for the management and use of the Login Codes by the Administrator, by the Users or by third parties. TD SYNEX is not liable for misuse of the Login Codes and the resulting damage and costs, except in the case of intent or gross negligence on the part of TD SYNEX or its managerial staff.

The Administrator can change the assigned Login Codes independently. The customer is obligated to delete the Login Codes each time the Administrator cancels a user.

TD SYNEX shall in no event be liable for errors and/or misuse resulting from the changes mentioned in this article.

Initials for approval :

Article 5 — Different delivery addresses

Upon obtaining their login details, the customer will not be granted the right by default to send shipments to a delivery address other than the customer's delivery addresses known to TD SYNEX.

If the customer deems it desirable, TD SYNEX can activate the functionality of shipment to delivery addresses not known to TD SYNEX. The rights will be assigned to the Administrators as indicated to TD SYNEX.

The Administrator is responsible for granting these rights to other users at the customer's premises.

If the Administrator or a user does not use the functionality for dispatching orders to different addresses for a period of 30 (thirty) days, TD SYNEX has the right to (temporarily) disable this functionality.

TD SYNEX shall not be liable for any costs and/or damage in the event of accepted deliveries at an address incorrectly specified by or on behalf of the customer.

Article 6 — Orders

Using the Login Codes, the customer can access, among other things, the TD SYNEX websites and the TD SYNEX product and inventory records. The customer can order both products that are in stock and products that are temporarily out of stock.

The correctness of an electronically placed order will not be disputed by the customer. The customer shall be bound at all times by electronic orders placed by the Administrator or by users via the TD SYNEX websites.

TD SYNEX takes reasonable care to ensure that the information on the TD SYNEX websites is accurate, complete and up-to-date. However, TD SYNEX is under no circumstances bound by incorrect information on the TD SYNEX websites and is not liable for any damages or costs incurred by the customer relating to or resulting from incorrect information on the TD SYNEX websites.

In the event of doubt as to the accuracy of the information provided on the TD SYNEX websites, including the price, the customer must verify this with TD SYNEX.

Article 7 — Brands

The brands, logos and third-party data (data from a content provider) used and/or displayed on the TD SYNEX website may not be used by the customer in any way without the prior written consent of the rights holder of such brands and/or data.

Initials for approval :

Agreement:

Thus agreed on (date): _____ in _____ and signed in two original copies where each party acknowledges having received one copy.

The undersigned also declares that they are authorized to sign this Agreement within the company.

On behalf of the customer :

Company name :

Signatory name and function :

Signature : _____

On behalf of TD SYNEX Belgium BV:

Patrick Steenssens

On behalf of TD SYNEX Belgium BV:

Patricia Haelterman

TD SYNEX Belgium BV

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Bank

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CITIBANK (Payment in USD):
IBAN BE62 5701 2834 1061 CITIBEBX
CITIBANK (Payment in GBP):
GB18CITI 1850 0813 8243 30 CITIGG2L