

TERMS AND CONDITIONS OF SALE

These terms and conditions of sale apply to on-line offers, acceptances and/or contracts of sale made and/or entered into by any individual or legal entity (hereinafter the “Buyer”) accessing, for professional or non-professional purposes, in his name and for his account or in the name or for the account of another individual or entity, the web site referenced to under, notably, the www.xerox.com/consumablesstore domain (hereinafter the “Web Site”) or the customer contact center (hereinafter the “Customer Contact Center”) operated by Supplies Distributors SA, of which the registered offices are located at rue Louis Blériot 5, 4460 Grâce-Hollogne, registered with the Liège Trade Registry under the n^o 208.795, VAT n^o BE 475.286.142, consumables-store@office.xerox.com (hereinafter the “Seller”).

1. ACCEPTANCE / CONTRACT FORMATION

These terms and conditions shall apply to any offer, acceptance and/or contract of sale between Seller and Buyer made and/or entered through the Web Site or the Customer Contact Center. Offers or acceptances may be communicated orally, delivered in person or by telephone or in writing, delivered by regular mail, hand delivery, overnight courier, facsimile or electronic mail. Additional or conflicting terms from those in these terms and conditions in an offer or acceptance by Buyer or communicated by any other means to Seller are expressly objected to and shall not be deemed accepted by Seller unless Seller’s acceptance thereof is in writing and specifically refers to each such additional or conflicting term. Unless otherwise provided, any and all contracts subject to these terms and conditions shall be deemed entered into in the country of the Seller's principal establishment, i.e. Belgium.

Without prejudice to article 9, second paragraph, as far as consumers (i.e. any individual or entity acquiring products or using services from the Buyer for exclusively non-professional purposes) are concerned, and unless otherwise expressly provided by Seller, no presentation of any product and/or service shall be deemed to amount to a legal offer and any contract of sale shall only be deemed entered into between Seller and Buyer upon issuance by Seller of the relevant shipping slip.

It is agreed that each delivery installment will give rise to a separate contract subject to these terms and conditions, it being agreed, however, that Seller will be entitled to suspend and/or cancel any contract, to exercise its retention title or to set off any amount due, and this in respect of any other contract with Buyer.

2. DELIVERY / FORCE MAJEURE

All shipping and delivery dates are given for information purposes only and are not binding. Seller shall not be responsible for any prohibition, failure, interruption or delay in manufacture or delivery which may be caused by sabotage, fire, flood, explosion, labor dispute, strike, work stoppage, riot, insurrection, war, act of, or priorities granted by request of or for the benefit, directly or indirectly, of any governmental body, authority or agency, shortage of raw materials or supplies, act of God, insufficient capacity, or other cause beyond Seller’s control. In the event of any such prohibition, failure, interruption or delay, Seller may, at its option, extend the

delivery time or cancel the order, in whole or in part. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF TURNOVER, LOSS OF SAVINGS, LOSS OF BUSINESS, LOSS OF CLIENTELE, LOSS OF DATA, THIRD-PARTIES' CLAIMS, OR CLAIMS FOR LABOR RESULTING FROM ANY FAILURE OR DELAY IN DELIVERY.

Seller will be entitled to proceed with partial deliveries. Buyer is responsible for the accuracy of the delivery address and collection of shipped items.

3. COMPLIANCE WITH LAWS / EXPORT CONTROL

Seller intends to comply with all laws or regulations applicable to the performance by Seller of each contract, provided, however, that any failure of Seller to so comply shall not be a defense to, or excuse Buyer from, performance by Buyer of any order. The sale, resale or other disposition of ordered items are subject to the export control laws, regulations and orders of Belgium and may be subject to the export and /or import control laws and regulations of other countries. Seller retains the right to cancel or delay delivery of any order at any time or amend the terms thereof, without penalty or liability of any nature, as required with respect to any export or import license or approval that Seller reasonably determines may be required. Buyer agrees to comply with all such laws, regulations and orders and acknowledges that it shall not directly or indirectly export any materials to any country to which such export or transmission is restricted or prohibited. Buyer acknowledges its responsibility to obtain any license to export, re-export or import as may be required.

4. WARRANTY / CLAIMS / LIMITATIONS OF LIABILITY

Seller warrants the items purchased under the contracts subject to these terms and conditions in accordance with the applicable warranty statement provided with the relevant item or published by the producer at the producer's website.

To the extent the previous paragraph would not be regarded as satisfactory under any applicable law, the following warranty terms shall apply to ordered items.

Buyer shall not be entitled to invoke apparent defects and/or non-conformities if he fails to notify Seller thereof within two (2) business days (in Belgium) following receipt of the ordered items. Buyer shall notify Seller of hidden defects or hidden non-conformities within thirty (30) days of discovery and no later than ninety (90) days of the delivery of the non-conforming or defective item. No claim shall be allowed by any party other than the Buyer. Any claim for breach of this express warranty that is not made within the timeframes set forth herein shall be void. Unless otherwise agreed to in writing by Seller, Buyer shall set aside, protect, and hold the item at stake without further processing until Seller has an opportunity to inspect and advise of the disposition, if any, to be made of such item. In no event shall any item be returned, reworked, or scrapped by Buyer without the written authorization of Seller.

Seller will, as Buyer's sole and exclusive remedy and at Seller's option, replace or, without replacement, render credit for any item sold to Buyer which, if properly selected, stored,

processed and used by the Buyer shall prove and notify as being defective or non-conforming as per the previous paragraph. Seller's material shall be deemed defective only to the extent that it materially deviates from the chemical, physical, and mechanical portions of producer's applicable specifications, as published by the relevant producer or resulting from the nature of the sold item, and Seller's standard manufacturing and commercial tolerances, variations and practices.

Samples supplied by Seller are solely for the purpose of evaluating the suitability of such material or services for potential use and, as such, the samples are not intended to serve as warranties of any type, either express or implied.

Buyer shall have sole responsibility for selection and specification of the goods or services appropriate for the end use of such goods or services, even if Buyer has informed Seller of the end use for such goods or services. Buyer acknowledges that it alone has determined that the materials purchased or processed hereunder will suitably meet the requirements of their intended use.

SELLER SHALL NOT BE LIABLE TO BUYER OR ANY OTHER PERSON OR ENTITY FOR, AND BUYER RELEASES SELLER FROM ANY AND ALL LIABILITY FOR NEGLIGENCE BY SELLER WITH RESPECT TO ANY ACTIVITY ENGAGED IN BY SELLER WITH REGARD TO THE GOODS OR SERVICES SOLD HEREUNDER AND FROM ANY AND ALL LIABILITY IMPOSED UPON MANUFACTURERS OR SELLERS OF GOODS OR SERVICES UNDER ANY PRODUCT LIABILITY THEORY OR UNDER ANY SIMILAR LEGAL THEORY. SELLER SHALL NOT, UNDER ANY CIRCUMSTANCES INCLUDING, BUT NOT LIMITED TO, DELAY IN DELIVERY, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, TORT, STRICT LIABILITY, OR USE OF MATERIALS SOLD OR PROCESSED BY SELLER, BE LIABLE TO BUYER OR ANY OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF TURNOVER, LOSS OF SAVINGS, LOSS OF BUSINESS, LOSS OF CLIENTELE, LOSS OF DATA, THIRD-PARTIES' CLAIMS OR CLAIMS FOR LABOR. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL SELLER'S LIABILITY FOR DEFECTIVE MATERIAL SOLD TO BUYER EXCEED THE PURCHASE PRICE THEREOF.

EXCEPT AS SPECIFICALLY SET FORTH IN THESE TERMS AND CONDITIONS, AND NOTWITHSTANDING ANY LANGUAGE IN THIS OR ANY OTHER PROVISION TO THE CONTRARY, THE WARRANTIES REFERRED TO HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED; SELLER DISCLAIMS SPECIFICALLY THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, FOR HIDDEN/LATENT DEFECTS, OR OTHERWISE. NO REPRESENTATIONS OR WARRANTY, EXPRESS OR IMPLIED, MADE BY ANY SALES REPRESENTATIVE OR OTHER AGENT OR REPRESENTATIVE OF SELLER WHICH IS NOT SPECIFICALLY SET FORTH IN THESE TERMS AND CONDITIONS SHALL BE BINDING UPON SELLER.

Returns must be made in accordance with the "Return Policy" attached to these Terms and Conditions that forms integral part hereof. Any return made otherwise will be regarded as null and void and will not give rise to any of the warranties at charge of the Seller.

5. **PRICES AND FREIGHT**

All quoted prices, extras (including applicable surcharges), and all freight or transportation rates, are subject to change, without notice, to reflect Seller's prices and extras, and applicable VAT, freight or transportation rates, in effect as of the date of shipment or of invoicing. Unless otherwise agreed, freight will be charged from the point of original manufacture or processing.

6. **TITLE / SECURITY INTEREST**

Failure by Buyer to make any payment due hereunder, or on request to give proper shipping instructions, or to accept delivery at times stated, or to comply with all terms of any contract between Buyer and Seller shall give Seller, in addition to all other available remedies, the right at its option to deduct any undelivered quantities of material from the total quantity of material to be furnished whether under this or any other contract between Buyer and Seller. Title to and ownership of materials shall be retained by Seller until Seller receives payment from Buyer for said materials. To the extent enforceable under any applicable law, Buyer hereby grants to Seller a security interest (which shall be deemed a purchase money security interest) in all goods and materials provided to Buyer by Seller or upon which Seller performs services for Buyer, to secure payment by Buyer for all such goods, materials or services. In the event of non-payment by Buyer of any debt, obligation or liability now or hereafter incurred or owing by Buyer to Seller, Seller shall have all rights of, and all of the remedies available to an unpaid secured creditor at law or in equity. Buyer agrees, and, to the extent permitted by law, Seller is authorized to, execute and file whatever documents are necessary, including security agreements or financing statements, to evidence and perfect the security interest granted by this paragraph.

7. **TAXES**

Any excise, levies or taxes, including VAT where applicable, which Seller is required to pay or collect, under any existing or future law or regulation (domestic or foreign), upon or with respect to the sale, purchase, delivery, storage, processing, use, consumption or transportation of any of the material covered hereby, shall be for the account of the Buyer, and Buyer agrees to pay the amount thereof to Seller upon request.

8. **DELIVERY / RISK OF LOSS**

Unless otherwise specifically stated on a document of sale furnished by Seller or agreed to in writing and signed by Seller, delivery shall occur, and risk of loss shall pass to Buyer, upon delivery of ordered items to a carrier at the point of shipment. Transportation shall be at Buyer's sole risk and expense, and any claim for loss or damage in transit shall be against the carrier only.

Without prejudice to the previous paragraph, ordered items shall be delivered DDU (as per 2000 Incoterms).

9. CANCELLATION / CHANGE ORDER REQUESTS

An order is immediately binding upon Buyer and cannot be modified or cancelled by Buyer without the written consent of Seller.

The above is without prejudice to any mandatory right of the Buyer, as a consumer as defined under article 1 of these terms and conditions, to waive the purchase of ordered items, for free and without having to give the reasons therefore, within [7] opening days as from the next day following the delivery of the relevant items, this without prejudice to the cases where such right would be validly limited or excluded by the Seller for certain products or categories or products.

10. PAYMENT TERMS

Unless otherwise specifically stated on a document of sale furnished by Seller or agreed to in writing and signed by Seller and to the extent permitted by the applicable law, the terms of payment for each order without setoff shall be net cash Euro by credit card. The unpaid portion of any amounts due to Seller shall automatically bear interest at the Belgian legal rate increased by 3 %, as from the due date and without notice and shall be increased by a lump sum indemnity equal to 12 % of the amount due in principal.

11. ADEQUATE ASSURANCE / RIGHTS OF SELLER

Seller may, at any time or times, suspend performance of any order or require security or other adequate assurance satisfactory to Seller when, in Seller's opinion, the financial condition of Buyer or other grounds for insecurity warrant such action.

12. ASSIGNMENT / SUBCONTRACTING

Buyer shall not assign any order or any interest therein without the written consent of Seller. Any such actual or attempted assignment without Seller's proper written consent shall entitle Seller to cancel such order upon notice to Buyer.

13. INTELLECTUAL PROPERTY AND INDEMNIFICATION

Seller will defend Buyer against any claim based on an allegation that an ordered item infringes a patent or copyright of another, and Seller will pay any resulting costs, damages, and attorney's fees finally awarded against Buyer that are attributable to such claim or will pay the part of any settlement that is attributable to such claim ; provided, that (i) Buyer notify Seller promptly in writing of the claim, (ii) Seller is permitted to control the defense or settlement of the claim, and (iii) Buyer cooperates reasonably in such defense or settlement at Seller's expense.

In its defense or settlement of any such claim, Seller may (i) procure for Buyer the right to continue using the item at stake, (ii) modify such item so that it becomes non-infringing, or (iii) replace it with an equivalent one not subject to such claim. If the use of any item furnished under any contract subject to these terms and conditions is enjoined and none of the preceding alternative is reasonably available to Seller, Seller will provide Buyer an opportunity to return the item and receive a refund of the purchase price paid, less a reasonable allowance for use.

Seller shall have no liability to Buyer or to any of its customers for claims of infringement based upon (i) the use of any ordered item in combination with any product not supplied by Seller or (ii) the use of any item designed, manufactured, or modified to the specifications of Buyer.

THE FOREGOING STATES THE ENTIRE OBLIGATION AND LIABILITY OF SELLER WITH RESPECT TO INFRINGEMENT AND CLAIMS THEREOF.

14. DATA PROTECTION

Seller collects personal information provided by Buyer or its representatives, such as but not limited to name, address and other contact details, including telephone numbers and e-mail addresses, areas of interest, as well as any other specific and explicit data that the Seller may collect from time to time, such as orders, shipping, billing details and payment. Seller also keeps a record of the Buyer's product interests, purchases and any information Buyer choose to give Seller, such as e-mail comments and registration information.

Additionally, Seller uses cookie technology to assist in making decisions about changes to the Web Site on an ongoing basis. Cookies help Seller determine which information on the Web Site appeals to Seller's consumers by tracking which of the Seller's web pages are visited and what services are most often used without asking for personal information.

Seller transfers personal information to its affiliates and business partners, such as the distributors of products sold on the Web Site or through the Customer Contact Center, including entities located out of the European Union, such as the United States, where the legal protection of personal data is not necessarily similar to that in force within the European Union.

The personal information so collected and processed is used to manage and process orders, to keep track of the performance of sale agreements, including the delivery of ordered products, as well as of return requests, repairs, replacements and/or reimbursements. Those data also help Seller to improve its products and services to better serve Buyer's shopping needs, and for marketing purposes, to provide Seller with valuable information about Buyer's interactions with Seller's brands, to assist the Seller with the development of new products and/or services, and help Seller to evaluate what types of information or products or services might be of interest to Buyer.

Seller may occasionally send Buyer information or promotional materials on its products and services that might be of interest to Buyer. Buyer may request (i) to be removed from Seller's e-mail or mailing lists at any time and for free, (ii) to review the information Seller is holding about him, and (iii) to ask the rectification of any incorrect information by sending an e-mail at consumables-store@office.xerox.com, or alternatively, by sending a written request to Xerox Consumables Store c/o Supplies Distributors SA, rue Louis Blériot, 5, 4460 Grâce Hollogne Belgium..

By calling the Customer Contact Center, visiting the Web Site or entering into any contract with Seller, Buyer agrees, for himself and on behalf of any interested third party on the collection, processing or use of personal data as set out in this Article.

15. MERGER CLAUSE / ENTIRE AGREEMENT / MODIFICATION OF TERMS

These terms and conditions and sales documentation constitute the entire contract between Seller and Buyer. To the extent that any terms in the sales documents and these terms and conditions conflict, the terms on the front of Seller's sales documents shall control and prevail. No modification hereof shall be of any force and effect unless in writing and signed by the party claimed to be bound thereby. A waiver of any of the terms or conditions hereof shall not be deemed a continuing waiver, but shall apply solely to the instance to which the waiver is directed. If any portion of these terms and conditions is declared to be unenforceable by a court of competent jurisdiction, all other portions shall be considered to be valid and enforceable to the extent that they are reasonably severable. The headings contained in these terms and conditions are for convenience of reference only and are not intended to have any substantive significance in interpreting this document.

16. GOVERNING LAW / JURISDICTION / ARBITRATION

These terms and conditions, sales documentation of Seller accompanying them and any agreement subject thereto shall be governed by, and construed in accordance with the laws of Belgium without application of the conflict of law principles thereof and of the 1980 U.N. Convention on the International Sale of Goods. The courts located in Liège will have exclusive jurisdiction on disputes between the Seller and the Buyer and the parties hereto consent to be subject to the jurisdiction of such courts, this without prejudice to the jurisdiction of any other court to allow, permit, facilitate and/or ensure the effective enforcement of any court decision.

SCHEDULE 1 - RETURN POLICY

SDSA strives to have you completely satisfied with your purchase(s). Please check your order/receipt as soon as it arrives to ensure you have received the intended content(s), in the right conditions. Inform our Customer Care Center of any apparent defect or apparent non-conformity within two (2) business days (in Belgium) of your receipt.

Please also notify our Customer Care Center of hidden defects or hidden non-conformities within thirty (30) days of discovery but no later than ninety (90) days of the delivery of the non-conforming or defective item, 6 months for products delivered in Germany.

Our Customer Care Center is open from 08:00 till 18:00 CET, and attainable at the following toll free numbers:

France :	0800 901 017
Germany :	0800 182 3222
Belgium :	0800 30321
UK :	0800 169 6343
Netherlands :	0800 022 1884
Ireland :	1800 456 015
Sweden:	020 79 44 51
Italy:	800 78 54 69
Denmark:	80880270
Austria:	0800 293262
Finland:	0800 113259
Spain :	900 96 3239
Luxembourg:	8002 4199
Norway:	800 12173
Switzerland:	0800 563 369

Procedure to be followed for returns:

- Retain all contents, original packaging materials and shipping boxes. This is a prerequisite for filing the claim(s). (FAILURE TO DO SO CAN RESULT IN THE DENIAL OF YOUR CLAIM AND THE REFUND OR REPLACEMENT OF YOUR PURCHASE)
- Contact our Customer Care Center with a description of the defective item(s) or the non-conformity, as well as the order or invoice Nr
- A Customer Care Professional will:
 - provide you with a **Return Merchandise Authorization Number(RMA)** to initiate the return process
 - or will transfer your claim to our Technical Support Center for immediate technical advise or a product replace.
- Please include the RMA slip, along with the returned item in its original packaging
- TNT carrier will contact you to agree on day/time a driver will come & pick up the package(s).

- If necessary, SDSA will reship your order to you ASAP. (Please note all items are subject to their availability).

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