



Conditions of use for E-Services from Ingram Micro Distribution GmbH

Ingram Micro Distribution GmbH (hereinafter referred to as “Ingram Micro”) provides the authorised customer with the information and order systems IM.order, IM.disc, IM.license and other e-commerce solutions, as well as data and information (hereinafter referred to as “e-commerce solutions” or “electronic order systems”) exclusively within the framework of the respective applicable version of these conditions of use. By using the services, the customer agrees that the currently valid conditions of use, available at for inspection by the customer at http://www.ingrammicro.de/public/legal/nutzungsbedingungen_eservices_eng.php shall apply.

1. Access authorisation / Confidentiality / Performance of Ingram Micro

After acknowledging the current conditions of use for the e-commerce solutions, and after personal online registration, the customer receives access authorisation for the electronic order systems. This access authorisation comprises a user name (= Ingram Micro customer number) and a password. The customer may only permit its trusted employees to access the e-commerce solutions and to this end shall set up individual access for each authorised employee using the user administration in IM.order. All access authorisations must be kept confidential by the customer and its employees and must not be passed on to third parties. The customer’s access to the e-commerce solutions is permitted exclusively online and directly through the customer. The engagement of third parties and the use of applications other than ordinary web browsers to access and search the e-commerce databases and solutions are not permitted. The customer shall immediately cancel an employee’s access upon their departure from the customer.

The performance of Ingram Micro within the framework of the e-commerce solutions exclusively comprises the collation and provision of data and information for the customer to access via the Internet. Ingram Micro does not owe constant availability of the e-commerce solutions at any time. Nor is Ingram Micro required to check that the contents of the data and information are correct, that they are free from third party rights nor to check the customer’s authorisation to use the data and information. These checks are a matter for the customer. In addition, Ingram Micro shall endeavour to update the data and information provided within the framework of the e-commerce solutions regularly, but without being able to guarantee their respective currentness.

2. Orders

With the e-commerce solutions, electronically transmitted orders are treated as written and signed orders, the included customer number is treated as proof of the identity of the sender. This means that the customer identified by the customer number is tied by name to each order. The customer must carefully check its order information.

3. Order handling



Electronic, written or verbal offers from Ingram Micro do not represent an offer in the legal sense but instead are merely a request to the customer to submit an order. Upon receipt of the electronic confirmation of receipt from Ingram Micro, the customer can assume that Ingram Micro has received and is dealing with an offer sent by it via the e-commerce solutions. It is incumbent upon the customer to check electronic confirmations of receipt which it receives. It shall immediately check these and immediately object if the confirmation differs from the order.

4. General property rights

The e-commerce solutions contain data and information of all kinds which are protected under trademark or copyright law in favour of Ingram Micro or third parties. The customer shall comply with these property rights. The customer is granted the possibility, revocable at any time, to use the information provided within the framework of the e-commerce solutions in its electronic goods management system and its Internet webshop solutions. The customer is prohibited from using the data outside these applications. In particular, it must not forward, disseminate, publish or otherwise disclose Ingram Micro prices and availabilities of products to third parties. The customer shall impose this requirement on its employees correspondingly.

5. Liability

Ingram Micro does not assume any liability for the availability, currentness and accuracy of the content of the data and information, the freedom from third party rights and for the customer's authorisation to use these data and information.

The customer is aware that Internet-based services are typically subject to risks of failure over which Ingram Micro has no control. To this extent, Ingram Micro does not assume any guarantee for the uninterrupted functioning of the e-commerce solutions. Ingram Micro is not liable for the constant availability of the services, the loss of data or the destruction of data on the transmission path. The provision of the necessary means of access is the responsibility of the customer, which shall also bear the access and transmission costs. The customer is responsible for controlling access, for the security and protection of the files on its systems and on the transmission path. In particular, the customer shall take appropriate protective measures corresponding to the state of technology in order to secure the data and to ensure that the e-commerce solutions are not exposed to unauthorised access. Ingram Micro does not assume liability and guarantee for all software provided and its installation, as well as for its faultless functioning.

6. Term

Ingram Micro grants access to the e-commerce solutions subject to these conditions of use for an unspecified period. Upon termination of the sales partnership, or in the event of a



breach of these conditions of use, misuse or other justified reason, Ingram Micro reserves the right to cancel access to the e-commerce solutions without notice.

7. Miscellaneous

In addition to these conditions, the General Sales, Delivery and Payment Terms and Conditions of Ingram Micro Distribution GmbH ("AGB") in their current version available at for inspection by the customer at www.ingrammicro.de/public/legal/gen_agb_eng.php shall apply, also correspondingly to the services of Ingram Micro within the framework of the e-commerce solutions. This is the case in particular – but without being restricted to this case – for the conditions of the aforementioned AGB in No. 3 (Commercial property rights), No. 8 and 9 (Liability for faults and Overall liability) and No. 15 (Place of jurisdiction, applicable law). The aforementioned AGB shall also apply directly to all the customer's orders and to deliveries made by Ingram Micro.

In the event of any conflicts, discrepancies or ambiguities between the original German language conditions of use and this English translation, the German language terms shall prevail.

As at: January 2007