

PURCHASE CONTRACT

Parties to Contract

Company name: Tech Data Hungary Korlátolt Felelősségű Társaság
Registered office: 1117 Budapest, Budafoki út 91-93.
Company No.: 01-09-204650
Tax No.: 25183298-2-42
Bank details: EUR account IBAN GB25CITI18500817650175
Represented by: Tomáš Cígler and Jan Juliš
Position: Managing Directors
Hereinafter referred to as the "Distributor"

Company name:
Registered office:
Represented by:
Position:
Entry in Commercial register:

Hereinafter referred to as "Reseller"

Distributor and/or Reseller hereinafter referred to as "Party" or "Parties"

I. GENERAL PROVISIONS

1. This contract ("Contract") defines the conditions of mutual cooperation for both parties with respect to the sale of the goods which the Reseller purchases from the Distributor for the purpose of their resale or lease or the provision of services to third parties in the field of information and communication technology.
2. This contract governs the relationships, rights, and obligations mutually existing between the Parties to contract, and which are described in more detail in the "General Terms and Conditions of Tech Data Hungary Korlátolt Felelősségű Társaság (hereinafter referred to as "General Terms and Conditions"), which the Distributor has made publicly available. The Reseller declares that it has got to know the General Terms and Conditions and by signing this individual agreement, the Reseller has accepted these.

II. RIGHTS AND OBLIGATIONS OF THE DISTRIBUTOR

1. The Distributor undertakes to supply the Reseller with goods and services under the conditions specified in each specific order and according to the General Terms and Conditions for the purpose of their resale or lease or the provision of services to third parties in the field of information and communication technology.
2. The Distributor retains the right to update the General Terms and Conditions throughout the duration of this contract. The Distributor shall inform the Reseller about any updates to the General Terms and Conditions by publishing these updated versions on its www pages (www.techdata.hu). The Distributor is obligated to provide notification of any update to the General Terms and Conditions by placing a banner on the homepage of its InTouch internet shop which it runs for registered users on its www pages (www.techdata.hu).
3. Updated General Terms and Conditions shall become valid on the fifteenth (15) day from publication.
4. Both Parties hereby expressly agree that if the Reseller provides notice of withdrawal from the Contract owing to disagreement with the updated General Terms and Conditions each order sent by the Reseller to the Distributor, during the notice period and once the updated General Terms and Conditions have come into effect, shall be considered as in agreement with the updated General Terms and Conditions until the Contract is terminated. Furthermore the provisions of article V subsection 3 of this Contract apply.

III. RIGHTS AND OBLIGATIONS OF THE DEALER

- 1.. The Reseller will pay the purchase price for the goods according to the agreed conditions. The purchase price is payable in accordance with the General Terms and Conditions.
2. The relationship of the Parties is that of independent contractors, and neither Party is an employee, agent, partner or joint venture of the other.
3. During the term of this Contract the Reseller will inform the Distributor, properly and without delay, about any changes to its legal relations which have or may have any effect on the contractual relationship. The Reseller is obligated to provide a relevant extract from the Commercial register (original or officially authenticated) regarding any changes to its entry in the Commercial register.
4. The Reseller and Distributor expressly acknowledge the electronic form of communication between the Distributor and Reseller via e-mail or the Internet as valid and binding, namely on concluding specific purchase contracts (orders via e-mail, or using the Distributor's web-based sales application). The Reseller is responsible for any possible misuse of passwords it has been supplied with for entering the Distributor's web page.

IV. ADDITIONAL PROVISIONS

1. In case of delay with payment of the purchase price for goods the Parties agree on interest on late payment amounting to 0.05 % for each calendar day of the delay until the 15th day following the payment deadline and commencing on the 16th day 0.1 % for each subsequent calendar day of the delay. The payment date is always the date the money is to be credited to the Distributor's account.

V. CLOSING PROVISIONS

1. This Contract is concluded for an indefinite period of time and takes effect when signed by both Parties.
2. The Parties declare this Contract as an integral part of all specific purchase contracts concluded in the future (i.e. orders and supplies), even if not specifically referenced in the specific order document.
3. This Contract can be terminated in writing by both Parties or on the basis of written notice provided by either Party. The Contract may be terminated by either Party with 30 days written notice starting by the date of receipt of the notice of termination. .
4. Termination of the Contract does not relinquish Parties of the obligation to fulfill their outstanding obligations. The duty to pay compensation for damages, and the obligation to meet other claims in consequence of the liability for breaching any contractual obligations is also not affected.
5. The respective specific order shall adhere to this Contract and the General Terms and Conditions valid at the time of delivering the Reseller's order to the Distributor. The same also applies to the notice period, even in case when the notice of termination is handed in as a result of disagreement with the updated General Terms and Conditions (article II subsection 4 of this Contract).
6. The Distributor is not responsible for any business losses incurred by the Reseller as a direct or indirect result of termination of the Contract.
7. This Contract replaces all prior agreements (written or verbal) between the Parties. Amendments and additions can only be made in writing in the form of numbered amendments to the Contract.
8. Legal relations arising from the contract shall be governed by the laws of Hungary. In case of dispute parties to contract agree on the Local Court of Székesfehérvár ("Székesfehérvári Járásbíróság") or Court of Székesfehérvár ("Székesfehérvári Törvényszék") as having jurisdiction
9. Two copies of this Contract shall be drawn up, one for the Distributor and one for the Reseller.
10. This Contract was created in Hungarian and English languages. The English language shall be the controlling language in case of a different interpretation.
11. The Parties declare that this Contract is a manifestation of their genuine and free will, that its content is fully understandable and in witness whereof affix their signatures..

In, on
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In, on

For the Distributor

For the Reseller