

Praim EMEA general sales terms and conditions

The following terms and conditions (“Agreement”) shall apply with respect to participation by Partner (“Partner”) in the Praim Partner Programme (the “Programme”). Under the Programme, Praim (“Praim”) shall provide marketing, sales, and training support to Partner as specified in and subject to the terms and conditions in this Agreement. These Terms form a legally binding contract between Partner and Praim for the purchase of Products, Software and Services.

1. Partner Qualification and Right to Resell

1.1 Subject to Praim’s acceptance of Partner application and Partner’s compliance with the terms and conditions of this Agreement, Partner may resell Praim hardware products, software license keys to activate Praim software products and Praim support services (collectively, “Products”), which it purchases directly from Praim or an Authorised Distributor. For the avoidance of doubt, Partner shall not purchase any Products obtained from any source other than Praim or a Praim Authorised Distributor(s).

1.2 Partner may purchase a limited number of Not for Resale (NFR) products, at an established discount level set by Praim in its sole and absolute discretion. Partner may use such NFR products for the following non-production purposes: internal testing, evaluation and training. Partner shall not resell NFR products to end user customers. These units may be purchased only from Praim Authorised Partners.

2. Orders and Purchase Terms and Conditions

Pricing is as stated on the price list. Praim’s efforts and goals are addressed to provide distributors and dealers with a competitive price list with the aim to allow partners to issue competitive quotes for most of their projects.

Deal registration pricing can be requested by partners following the procedure in the Deal Registration terms. Details can be examined in the Appendix A.

Resellers outside the Partner Programme will receive quotes based on the recommended dealer price as per Praim price list. All direct requests coming from resellers are eventually fulfilled through Praim Authorised distributors (exception made for direct resellers, see paragraph 4).

Praim will leave the reseller the free choice to fulfil order through its preferred distributor.

2.1 Prices and Payment

2.1.1 Any quotes issued by Praim shall be valid for 15 days unless stated otherwise in the quote.

2.1.2 Prices for the Products, Software and Services shall be stated in the Quotation Documents issued by Praim. Where deliveries occur in instalments or phases Praim may need to adjust Prices due to changes in exchange rates, taxes, duties, freight, levies and purchase costs unless agreed differently. Quotes provided by Praim are exclusive of V.A.T., transportation charges and insurance costs unless expressly set out in the quote. Such charges are payable by Customer in addition to the prices quoted and may appear as separate items on the Order Documents.

2.1.3 Payment for Products, Software or Services must be received by Praim within the time period

agreed and noted on the Quotation Documents.

2.1.4 In the event that the Partner purchases Products directly from Praim, Partner's payment terms are subject to credit check by Praim. Praim shall be entitled to charge interest on overdue amounts at a rate of 3 per cent above the Euribor base rate calculated on a daily basis (both before and after judgement) until actual payment is made in full. If any sum due from the Partner to Praim is not paid by the due date for payment, then Praim shall be entitled to cancel or suspend its performance of the Agreement until arrangements as to payment or credit have been established which are satisfactory to Praim.

2.2 Products and delivery

2.2.1 Praim shall not be liable for any loss (including loss of profits), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Products (even if caused by Praim's negligence).

2.2.2 Delivery of the Products purchased by Partner shall be made EXW (ex-works) (as per Incoterms 2010 rules) Praim's facility, located at Via Ezio Maccani 191, 38121 TRENTO ITALY. Praim shall have the right to make partial shipments as mutually agreed and each installment shall be deemed a separate sale and payment therefore shall become due in accordance with the terms of shipment.

2.2.3 Praim retains legal ownership of the Products until full payment for such Products is received by Praim. Therefore, until full payment is received, Partner will (1) hold the Products on a fiduciary basis (2) store the Products (at no cost to Praim) in such a way that they remain readily identifiable as Praim's property (3) not destroy, deface or obscure any identifying mark or packaging relating to the Products (4) maintain the Products in satisfactory condition and keep them insured on Praim's behalf for their full price against all risks to the reasonable satisfaction of Praim.

2.2.4 If for any reason Partner does not accept delivery of any of the Products when they are ready for delivery, or Praim is unable to deliver the Products on time because Partner has not provided appropriate instructions, documents, licences or authorisations then the Products will be deemed to have been delivered, risk passing to Partner (including for loss or damage caused by Praim's negligence) and Praim may:

2.2.4.1 store the Products until actual delivery and Partner shall be liable for all related costs and expenses (including without limitation storage and insurance); or

2.2.4.2 sell the Products at the best price readily obtainable and (after deduction of all reasonable storage and selling expenses) charge Partner for any shortfall below the Price for the Products.

2.2.5 Since Praim's goal is to achieve the highest customer satisfaction possible, we want to make sure that our pre and after sales support is as efficient as possible. To deliver on our promise and help our partners to be highly successful we need your help to gather as much information as possible. Praim therefore seeks out for information such as: which site the units are deployed, the logistic route it took, but also the contact details of the best person to contact, both at the end-user and at the reseller. This information will be used to increase our level of service with regards to the support, to gain customer feedbacks, market analysis, marketing purposes, to share information on bug fixes and updates and to inform the customer and/or partner of the pending renewal of the software assurance.

Without this information, Praim will not ship any units.

End users' information are confidentially stored to improve information availability to partners (and end users), serial number tracking and ultimately provide a better and more effective support to all Praim customers. We want to build partnerships that go beyond a pure business transaction, in order to create a successful network of reliable partners. Based on this Praim guarantees that this information are not used to deal with a customer directly nor are shared with other resellers than the one involved in the project.

2.3 Warranty

2.3.1 Praim offers a limited standard warranty as stated in the product warranty terms commencing on the date of purchase. Warranty service is subject to presentation, by the purchaser, of proof of purchase. Goods or parts that are replaced or repaired under warranty are warranted only for the remaining unexpired portion of the original warranty period. This warranty is made to the original user only and is non-transferable.

2.3.2 Praim sole liability and EXCLUSIVE REMEDY hereunder shall be the repair or replacement of any defective goods. These remedies are available only if Praim's examination of such goods discloses to Praim's satisfaction that such defects actually exist and the goods have not been (1) modified or altered; (2) subjected to misuse, negligence or accident; or (3) connected, installed, used or adjusted otherwise than in accordance with the instructions furnished by Praim.

2.3.3 All goods considered defective shall be returned to Praim's, designated repair location only after authorization by Praim with transportation costs prepaid and borne by the customer. Praim will pay for transportation of repaired or replacement goods shipped back to the customer, provided the goods returned prove defective within the above warranty. If the item(s) is found not to be defective, it will be returned at customer's expense for transportation and charges for examination and testing by Praim.

2.3.4 For any out-of-warranty defective hardware Products, Praim may, at its option, repair or replace such Product and return such repaired or replaced Product to the Partner. Praim shall invoice Partner for the repairs, replacement, shipping and handling, insurance and other related charges.

2.4 Support Requirements

2.4.1 Praim shall be responsible for providing support through the Praim website for the Products to its Customers, whether sold by Partner directly or a sub-reseller. A customer under a support and maintenance agreement should request support directly from Praim through the MyPraim area. Customers without a support and maintenance agreement can obtain support through the Praim Wiki or Expert Community (<https://www.praim.com/knowledge-hub/experts-community>).

2.4.2 The partner must be able to install, configure, demonstrate and provide Level 1 support for the products to end customers. For end customers who have a valid support and maintenance agreement for a Product and if local language support is required, then Partner shall be responsible for providing local language Level 1 support for the Products to its Customers.

The Partner must provide the local language support whether the product is sold by Partner directly or a sub-reseller. Partner shall effectively communicate any technical issues it is unable to resolve to Praim by opening a ticket on the customer's behalf on the MyPraim area at <https://www.praim.com/my-praim/support/get-help>.

The ticket should be opened using the customer's product serial number. The partner must act

as a liaison between Praim support and end customer when local language support is required.

3. Liability

3.1 Neither party excludes or limits liability to the other party for (1) death or personal injury resulting from negligence, (2) fraud or (3) fraudulent misrepresentation or (4) any other liability that cannot be excluded by law.

3.2 Neither party shall be liable for:

3.2.1 special, indirect or consequential loss or damages;

3.2.2 loss of profit, income or revenue;

3.2.3 loss of use of Customer's system(s) or networks;

3.2.4 loss of goodwill or reputation;

3.2.5 loss of, corruption of or damage to data or software; or

3.2.6 recovery of data or programs.

4. Partner Obligations and Restrictions

4.1 Partner shall maintain a sales office which shall be opened and staffed during normal business hours and shall use its best efforts to promote, sell and support Products in the Territory to a standard comparable to other similar products sold by Partner. Partner shall devote sufficient resources, including support and competent and informed sales staff, to fulfill its obligation under this Agreement. Partner shall, among other things, demonstrate the use and application of the Products and provide post-sale support. Partner shall make commercially reasonable efforts to include the Product in marketing and promotional programs that Partner designs and manages either through their own marketing teams or through programs its Customers manage.

5. Praim Obligations

5.1 Assistance: Praim agrees to make available such reasonable information and assistance as may be reasonably required from time to time by the Partner for the sale of Products.

5.2 Training: Praim shall provide training, at a location selected by Praim, or by web conference upon regular intervals, to train Partner's sales and support staff to adequately sell and support the Products.

5.3 Documentation: Praim shall provide digital product literature and related documentation in English and other materials necessary to assist Partner in promoting sales of Products. Praim shall provide access to a partner portal for Partner and its approved Customers.

5.4 Out of Warranty Returns: For any out-of-warranty defective hardware Products, Praim may, at its option, repair or replace such Product and return such repaired or replaced Product to the Partner. Praim shall invoice Partner for the repairs, replacement, shipping and handling, insurance and other related charges.

6. Term, Limitations, Termination

6.1 The term of this Agreement is twelve (12) months from the Effective Date. This Agreement shall automatically renew each subsequent year for an additional one-year term unless it is terminated earlier in accordance with this Agreement. Either party may terminate this agreement at any time upon thirty (30) days written notice to the other party, without penalty.

Either party may terminate this Agreement by notice in writing immediately if the other party:

6.1.1 commits a material breach of the Agreement and fails to remedy such breach within 30 days of written notice; or

6.1.2 ceases, or threatens to cease, to carry on business or, becomes insolvent.

Praim may terminate this Agreement with immediate written notice if Customer:

6.1.3 fails to pay undisputed sums properly due to Praim in accordance with the Agreement;

6.1.4 Customer breaches or Praim reasonably suspects Customer has breached export control laws;

6.1.5 Customer breaches any obligations, warranties and indemnities set out in the Agreement.

6.2 On termination of this Agreement, all rights and obligations of the parties relating to the Products and/or Software relevant to the specific Quotation Documents under the Agreement will automatically terminate except for rights of action accruing prior to its termination.

6.3 If either party breaches any provision of this Agreement and such breach is not remedied within thirty (30) days after receipt by the defaulting party of a notice thereof from the other party, the non-breaching party may immediately terminate this Agreement.

6.4 Upon expiration or notification of non-renewal or termination of this Agreement: (i) any interests in assistance, rebates, or similar benefits to Partner shall automatically lapse, and (ii) all rights and licenses granted to Partner shall terminate upon the effective date of the termination or expiration.

7. Performance

Neither party shall be liable to the other for any failure to perform any of its obligations (except payment obligations) under this Agreement during any period in which such performance is delayed by any circumstances beyond a party's reasonable control including, without limitation, fire, flood, war, embargo, strike, riot, or the intervention of any governmental authority ("Force Majeure Event") provided that the delayed party shall provide the other party with prompt written notice of the Force Majeure Event. The delayed party's time for performance shall be excused for the duration of the Force Majeure Event, but if the Force Majeure Event lasts longer than 30 days, then the other party may immediately terminate, in whole or in part, this Agreement by giving written notice to the delayed party.

8. Relationship of the parties

It is expressly understood and agreed that the relationship between Praim and Partner is solely that of buyer and seller. Partner is an INDEPENDENT CONTRACTOR and is in no way the legal representative or agent of PRAIM. PARTNER HAS NO AUTHORITY TO ASSUME OR CREATE ANY OBLIGATION ON PRAIM'S BEHALF, EXPRESSED OR IMPLIED, WITH RESPECT TO PRODUCTS OR OTHERWISE.

9. Trademarks

9.1 In the advertising, promotion and sale of Praim products, Partner will use Praim's regular trade name, trademark and authorised titles. Partner will not make or permit alteration of the goods or removal of any tags, labels, or other identifying marks placed by Praim on its Products and will not use the name Praim or abbreviations thereof (with the exception of a logo or mark or graphic

design published by Praim which indicates Partner is a “Praim Partner”) in Partner’s corporate titles or in any way that might result in confusion as to Praim and Partner being separate and distinct entities. Upon termination or cancellation of this Agreement, Partner shall immediately delete and discontinue all such use of Praim’ regular trade names, trademarks and authorised titles except where applied to Equipment in Partner’s possession at time of termination.

9.2 The Partner recognizes Praim’s ownership and title to trademarks of Praim and the goodwill attaching thereto, and agrees that any goodwill which accrues because of the Partner’s use of trademarks of Praim shall vest in and become the property of Praim. The Partner further agrees not to contest or take any action to contest the trademarks or trade names of Praim or to use, employ or attempt to register any trademarks or trade names, which are confusingly similar to the trademarks or trade names of Praim.

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