



INSIGHT DIRECT (UK) LIMITED

and

<COMPANY NAME>

PURCHASING TERMS & CONDITIONS

1. Interpretations and Definitions

In these Terms:

Contract	shall mean the contract between Insight and the Supplier consisting of these terms, the Purchase Order and any other terms specified in the Purchase Order
DOA / DOB	shall mean Dead on Arrival / Dead on Bench
EDI	shall mean Electronic Data Interchange
ETA	shall mean Estimated Time of Arrival
Goods and Services	shall respectively mean all goods and all services (if applicable) covered by the Purchase Order and/or any part(s) thereof
MDS	shall mean Manual Drop Ship
POD	shall mean Proof of Delivery
Purchase Order	shall mean Insight's relevant order for the supply of Goods and Services by the Supplier
RMA	shall mean Returns Merchandising Authority
SDC	shall mean Insight's Sheffield Distribution Centre at Tinsley Park Road (off Shepcote Lane), Sheffield, S9 5DL
SKU	shall mean Single Known Unit
Supplier	means the supplier named on the Purchase Order

Unless expressly agreed in writing between the parties, no printed standard terms which may appear on any order confirmation, invoice or delivery note relating to the Goods and/or Services shall be of any effect. Any special term(s) negotiated and agreed in writing in the Contract shall have precedence over these Terms in so far as the special term(s) is/are inconsistent with them.

The Supplier has agreed to offer its Goods and Services and Insight has agreed to purchase such services upon the terms set out in this Agreement.

2. Order Process

- 2.1 Insight shall place all orders by sending a Purchase Order to the Supplier. The Supplier shall provide written acknowledgement of all Purchase Orders within one working day of receipt.
- 2.2 All orders placed by Insight for delivery to the SDC shall be fully shipped or part-shipped where full stock is not available.
- 2.3 All EDI and MDS orders shall be shipped in full to the end user and the Supplier hereby acknowledges that part-shipment is not acceptable.
- 2.4 The Supplier hereby acknowledges that only the Insight Inventory Management team are authorised to amend, delay or cancel any Purchase Orders. A list of the Inventory Management team is available to the Supplier upon request.

3. Contract Price and Payment

- 3.1 Unless otherwise expressly agreed in writing, the price for the Goods and Services stated in the Contract shall be fixed and shall include all tax costs, expenses and charges (including delivery and insurance) chargeable in respect of the Goods and/or Services, except VAT which shall be payable provided a valid VAT invoice is provided. Following receipt of a proper invoice, and unless otherwise agreed in writing, payment for the

- Goods and/or Services shall occur on the last day of the month following month of delivery of all the relevant Goods and/or performance of all the relevant Services (as appropriate).
- 3.2 Both parties hereby agree that the Purchase Order is binding and the price within the Purchase Order shall be fixed unless otherwise agreed in writing. Any price changes following the Supplier's receipt of the Purchase Order must be agreed by both parties in writing.
 - 3.3 Where the details provided by Insight within the Purchase Order do not match the Supplier sale price
 - 3.3.1 the order shall not be shipped;
 - 3.3.2 the parties shall use all reasonable efforts to resolve any discrepancies within 24 hours;
 - 3.3.3 the order shall not be shipped until such time as the pricing discrepancy has been resolved and written confirmation has been provided to the Supplier by Insight, authorising shipment; and
 - 3.3.4 All email records of any such agreements shall be retained by the Supplier until such time as the invoice has been paid by Insight.
 - 3.4 Goods shall be invoiced after delivery.
 - 3.5 Services shall be invoiced after acceptance or (of no acceptance procedure applies) monthly in arrears in respect of Services provided in that month.

4. Price Variance

- 4.1 Where the Insight Purchase Order does not perfectly match the Supplier sale price, the relevant order shall **not be shipped**.
- 4.2 The parties will make all reasonable efforts to resolve the discrepancy within 24 hours
- 4.3 The order shall not be shipped until the price discrepancy has been resolved and confirmation authorising shipment has been provided by the relevant Insight buyer to the Supplier by email.
- 4.4 All email records of any such agreement will be retained by the Supplier until the invoice has been paid.

5. Delivery

- 5.1 The Goods and Services shall be delivered and performed before 1pm (unless otherwise agreed) to the delivery centre on the date(s) specified in the Contract. If the Goods and/or the Services are not so delivered or performed on or before the due date, or if it becomes clear the Goods and/or the Services cannot be delivered on or before that date, Insight may terminate the Contract in whole or in part without prejudice to any of its other rights under the Contract.
- 5.2 The Supplier shall provide the delivery of Goods to Insight's SDC without charge to Insight.
- 5.3 Insight may postpone delivery and/or performance of any Goods or Services by notice given to the Supplier at any time before delivery and/or performance.
- 5.4 Insight shall allow the Supplier such access to its premises and shall provide such facilities as the Supplier may reasonably require in order to perform the Services. The Supplier shall ensure that, to the extent the Services are to be performed at Insight's premises, the Supplier's employees and representatives observe all health and safety, security and other requirements which Insight may reasonably impose. The cost of any necessary safety induction training will be borne by the Supplier.
- 5.5 The Supplier hereby acknowledges that all Goods are signed for as unchecked and a POD does not constitute acceptance of the Goods.
- 5.6 Where the Supplier has shipped to the wrong delivery address (except where the fault is with Insight), the Supplier shall re-deliver the Goods within 24 hours to the correct delivery address or issue a full credit to Insight.
- 5.7 Where the delivery has failed, the Supplier shall attempt delivery a further two times and then credit Insight in full if this is unsuccessful
- 5.8 Where Insight contacts the Supplier to register a lost parcel and the Supplier is unable to produce a signed POD within 48 hours, the Supplier shall provide Insight with a full credit.
- 5.9 Where the external packaging is damaged on arrival and the end customer has signed to confirm this, the Supplier shall authorise a return for credit. If the box is undamaged but the goods inside are damaged then the Supplier shall authorise a return for credit.
- 5.10 Where the Supplier fails to deliver within the agreed delivery times (next day delivery) Insight shall be entitled to a full reimbursement for any delivery charges, (this reimbursements shall be doubled in the event that Citylink are the assigned couriers, as per Citylink standard terms and conditions). These reimbursements shall be claimed back by Insight on a weekly basis.
- 5.11 The Supplier shall provide Insight with weekly delivery reports (including details of the date of orders placed by Insight and the date the Goods were received by end customers).

6. Proof of Delivery (POD)

- 6.1 The Supplier shall obtain a POD signed by the end customer for each delivery made.
- 6.2 Where Insight makes a request for a copy of the POD, the Supplier shall provide a hard copy of the POD within **24** hours of request (unless otherwise agreed).
- 6.3 If the Supplier is unable to deliver a POD within this timeframe, it shall communicate this to Insight prior to the due date.

7 Passing of Property and Risk

- 7.1 The risk in Goods shall pass to Insight when the Goods are delivered to it. Title to the Goods shall pass to Insight when payment has been made. All intellectual property rights in any Goods or Services produced to the specification of Insight and relating plans, drawings, information or reports shall vest in Insight upon payment of the contract price for the Goods and / or Services concerned.

8 Quality

- 8.1 The Goods and Services shall be free from defects, of satisfactory quality, shall conform to any specifications, drawings, samples or other descriptions submitted to or specified by Insight and shall be suitable for Insight's intended purposes to the extent that such purposes are known or should reasonably be known to Supplier.
- 8.2 The Supplier shall indemnify and hold Insight harmless should the Goods or Services breach the intellectual property rights of any third party or should Insight suffer a claim for loss or damages from a third party arising from the use of the Goods or Services.

9 Faulty Goods

- 9.1 All Goods which are DOA / DOB shall be tested by Insight technical support team and a faulty description shall be provided to the Supplier.
- 9.2 Upon receipt of the fault description, the Supplier shall have sole responsibility for complying with the DOA / DOB procedures laid down by the relevant manufacturer in order to secure a credit. (Supplier shall provide a complete list of the Manufacturer's policies upon request.

10 Rejection

- 10.1 If the Supplier breaches any term of the Contract, Insight may reject and return the Goods at the Supplier's cost within 12 months after delivery notwithstanding prior payment and without prejudice to any other right of Insight under the Contract. Risk in the Goods shall revert to the Supplier upon such rejection.

11 Returns

- 11.1 Insight shall request all returns within 21 days of shipment to the end user (unless otherwise agreed).
- 11.2 Insight shall use the Standard Insight Returns Form ("RMA") and the Supplier will accept this as the only documentation required to process a return.
- 11.3 The Supplier shall acknowledge receipt of an RMA within 24 hours of such receipt.
- 11.4 The Supplier shall authorise a return within 48 hours of receipt of an RMA from Insight.
- 11.5 Where a credit is agreed in respect of the return, Insight shall receive this credit within 30 days of sending the RMA.
- 11.6 The Supplier hereby agrees to pay all delivery charges for all returns from Insight's warehouse back to the Supplier's premises.
- 11.7 Upon receipt of a returned item, the Supplier shall notify Insight of any discrepancy or rejection of the return and obtain a unique reference number by contacting Insight via email at IUKRAMshipping@uk.insight.com. This unique reference number must be visible and attached to all external packaging when sending the returned item back to Insight. Failure to comply with this policy shall result in the returned item being refused by Insight.

12. Returns Pricing

- 12.1 In all cases (including stock rotations) Insight will be refunded the **original purchase price** for the returned good, unless agreed otherwise in advance by the Insight Inventory Management Team. The Supplier shall retain a record of any such agreement.

13. Authorised RMA

- 13.1 Any variances at the point of receipt by the Supplier (quantity or otherwise) shall be communicated in writing within 48 hours to Insight's RMA team via IUKRMAQuery@uk.insight.com. This email address is mandatory in all communications regarding RMA control and progress issues.

14. Errors

- 14.1 Where Goods are mis-shipped by way of the Supplier's error, the Supplier shall accept the return of all open-box Goods and provide a full credit.
- 14.2 In the event that the Supplier delivers a cancelled order or sends an order in duplicate, it shall notify Insight of the error within 14 days of shipping. The Supplier hereby acknowledges that failure to comply with this provision shall prevent Insight from processing payment of that order.

- 14.3 Upon receipt of notification of a shipping error, Insight shall use its reasonable endeavours (which shall exclude the commencement of proceedings against the end customer) to recover the Goods from the end customer or conclude a sale of the Goods where possible, failing which, Insight shall not be liable for the cost of the Goods.
- 14.4 In the event that Insight makes an error on an order, Insight shall accept responsibility for the mistake. Returns shall only be made if the Goods are unopened and in a good condition. In such circumstances, Insight shall not be liable for any restocking fee.
- 14.5 In the event of an incomplete delivery, the Supplier shall either:
- 14.5.1 ship the missing items directly to the stipulated delivery address within 24 hours of notification and confirm the time and date of dispatch to Insight in writing; or
- 14.5.2 authorise a return for a full credit to Insight

15 Warranty & Repair

- 15.1 Where Insight requests a resolution under the manufacturer's warranty, the Supplier shall have 21 days from receipt of the faulty Goods to obtain a repair, replacement or credit from the relevant manufacturer.
- 15.2 Should any repair attempt be unsuccessful, Insight shall immediately be entitled to a credit in respect of the faulty Goods.

16. EDI Processes

16.1 Returns Privileges

- (i) All return requests for EDI deliveries will be for credit only. The Supplier shall not ship replacement goods.
- (ii) Insight shall arrange the collection of the Goods from its customer and where necessary return the goods to the Supplier via its own distribution centre.
- (iii) The Supplier shall provide a maximum of a 48-hour turn around period on all RMA requests.
- (iv) If the customer has been given incorrect sales advice or has ordered in error and the goods are unopened in saleable condition, Insight shall attempt to sell the product through its distribution centre. However, if these goods do not sell within 21 days, the Supplier shall rotate the goods.
- (v) Insight will not accept restocking fees on any goods ordered via EDI as the nature of the process dictates that these goods are not specially held for Insight. Insight agreed these rotations will not exceed 5% of Insight's previous months EDI purchases.
- (vi) In the event that a duplication of an EDI Purchase Order is shipped to a customer, the Supplier shall provide a full credit for the Goods and reimbursement of all fulfilment charges. This clause shall apply even in the event that the goods have been damaged or opened.

16.2 Automated SKU Creation with Insight

Only UK SKUs shall be sent through the FTP files and EDI logic for SKU creation. Insight does not require any Foreign Product Numbers from any Supplier. These SKUs will be on request only and failure to comply may result in withdrawal of the automated link to Insight.

16.3 Stock Rotation and Price Protection Requests

- (i) The Supplier shall provide Insight with immediate written notification of any Goods which are due to go 'End of Life'. Insight shall then return any End of Life stock to the Supplier within 5 working days in return for a full credit.
- (ii) Insight shall be given 60 days from the date of delivery to request stock rotation with the Supplier.
- (iii) The Supplier shall complete all stock rotation requests within 72 hours of receipt of the request.
- (iv) The Supplier shall provide Insight with written notification of any price decreases on the day the price decreases to enable Insight to claim price protection on the Goods within 30 days of receipt of such notification from the Supplier.
- (v) Insight shall be credited the difference for any price decreases made by the manufacturer on all Goods Insight is holding in its SDC. All such credits shall be made within 30 days of Insight's request.

16.4 Refused RMA's

- (i) Before a return is refused by the Supplier, the decision to refuse must be reviewed by the Supplier's dedicated External Account Manager appointed to manage the Insight account and the Group Purchasing Manager. Written justification for the refusal shall be provided if requested by Insight.
- (ii) All refused processed stock rotations shall first be reviewed by the Supplier's dedicated External Account Manager appointed to manage the Insight account and the Group Purchasing Manager. Written or email justification for the refusal shall be provided if requested by Insight. Any refused deliveries that are deemed fit for re-sale (as agreed by both parties) shall be re-sent to the Supplier.

16.5 Collections of Stock Rotation & Warranty Returns

The Supplier shall collect all Goods on the assigned time and day agreed by both parties. Insight shall not be responsible for the carriage costs of stock-rotated or faulty goods sent back to the Supplier.

- 16.8 Product Backlog Status Report
- 16.8.1 The Supplier shall produce a report each morning by 11am notifying Insight of the status of all lines on all outstanding Purchase Order with an ETA date or status of the Goods. This report shall include a Goods tracer number and invoice number (where possible).
- 16.8.2 The Supplier shall provide a report detailing any orders which have been outstanding in excess of 30 days. This report shall also detail an alternative offer which Insight can propose to its end customer.
- 16.9 Price & Availability Requests
- The Supplier shall answer all price and availability requests within 2 hours or notify Insight of any delay inside 2 hours if no answer can be found.
- 17. MDS Delivery Details**
- 17.1 The Supplier shall provide invoice and tracer numbers for all MDS orders, whether physical or electronic which are made on behalf of Insight, within 24 hours after the delivery date.
- 17.2 Where a hard copy POD is required, the Supplier shall provide this within 48 hours of the delivery date.
- 18. External Account Support Contact List**
- 18.1 Insight requires the Supplier to provide weekly service support to all areas of its business. All external account support staff working on the Insight account shall be required to meet certain requirements for each business unit.
- 18.2 The Supplier agrees to:
- 18.2.1 Meets with each of the departmental contacts listed on the contact sheet every week / every two weeks;
- 18.2.2 All open items / unresolved issues are listed and progressed to closure before the next meeting; and
- 18.2.3 Any issues that remain unresolved for more than two weeks are escalated to the Insight Purchasing Director.
- 19. Assignment and Subcontracting**
- 19.1 The Supplier shall not assign or transfer the Contract or any of its rights or obligations under the Contract without Insight's prior written consent, such consent not to be unreasonably withheld.
- 20. Free issue materials**
- 20.1 If Insight, for the purposes of the Contract, issues materials free of charge to the Supplier, such materials shall be and remain the property of Insight. The Supplier shall maintain the materials in good order and condition subject, in the case of tooling, patterns and the like, to fair wear and tear. The Supplier shall use such materials solely in connection with the Contract and any surplus materials shall be disposed of as Insight directs. Damage or waste of materials arising from bad workmanship or negligence of the Supplier shall be at the Supplier's expense.
- 21. Termination**
- 21.1 If either party becomes unable to pay its debts within the mean of Section 123 of the Insolvency Act, 1986, or becomes bankrupt or makes an arrangement with its creditors or has an administrative receiver or administrator appointed or commences to be wound up (or suffers any analogous process in any foreign jurisdiction) the other party may, without prejudice to any other of its rights, terminate the Contract forthwith by written notice.
- 21.2 Either party may terminate the Contract if the other is in material or persistent breach and does not remedy such breach within 14 days of being notified. Insight may terminate any order for Services on 14 days' notice.
- 22. General**
- 22.1 The failure of a party to enforce any provision of the Contract shall not constitute a waiver nor affect its right to enforce such and every other provision.
- 22.2 No variation or alteration of any kind to the Contract can be made except in writing, duly signed on behalf of each party.
- 22.3 The Contract shall be governed by and construed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English courts for all disputes arising in connection with it.

AS WITNESS the hands of the parties or their duly authorised representatives the day and year first below written

Signed Date.....

Position.....

For & on behalf of Insight Direct (UK) Ltd

Signed Date.....

Position.....

For & on behalf of : Name of Supplier

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