

GENERAL TERMS AND CONDITIONS for SALE OF LENOVO SPARE PARTS

These general terms and conditions of sale (“**Terms**”) shall apply to the sale of Lenovo spare parts (“**Spare Parts**”) between Flextronics Global Services (Manchester) Limited (“**Flex**”) and you as a purchaser (the “**Purchaser**”) in the Territory. Unless otherwise agreed in writing by an authorized representative of Flex; any different or additional terms and conditions proposed in a purchase order, response to quotation or other proposal are hereby rejected by Flex and shall not be incorporated into any agreement for the sale of the Spare Parts. Purchaser’s acceptance of these Terms shall be conclusively presumed from Purchaser’s ordering Spare Parts quoted by Flex, Purchaser’s failure to object in writing to these Terms, and/or Purchaser’s acceptance of all or part of any Spare Parts ordered. The Terms prevail over any other terms and conditions of any purchase order, acknowledgment form or other form exchanged between Flex and the Purchaser. Flex’s offers are open for acceptance within the period stated by Flex in the offer or, when no period is stated, within thirty (30) days from the date of the offer, but any offer may be withdrawn or revoked by Flex at any time prior to the receipt by Flex of Purchaser’s acceptance thereof.

1. DEFINITION

Authorised Individual means an employee or agent of the Purchaser, whom the Purchaser has determined is authorised to access and use the Sales Portal, on behalf of the Purchaser and commit the Purchaser on the basis provided for in these Terms;

Spare Part- means any repair or replacement part authorised for use for maintenance of Lenovo machines.

Territory- means Albania, Andorra, Austria, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Georgia, Germany, Greece, Hungary, Iceland, Ireland, Israel, Italy, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia (FYROM), Malta, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Romania, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, United Kingdom, Vatican State, and any country subsequently added to the European Union, as from the date of accession.

2. GENERAL

(a) Flex sells Spare Parts to support Lenovo products in the Territory. Purchaser agree to purchase Spare Parts with the intent to use Spare Parts for these purposes and not for other uses such as manufacturing. Flex limits the sale of Spare Parts due to specific concerns, such as patent restrictions, and the need to ensure continuing Spare Parts availability as follows:

Available for Sale:

Flex will sell Spare Parts, in reasonable quantities, for use by others in support of Lenovo products. This includes:

- Spare Parts and assemblies which are considered spare parts and appearance items such as covers used for reconditioning, rebuilding or repairing damage of Lenovo products;
- additional Spare Parts used for the performance of installation, removal and reinstallation of Lenovo features and model conversions on Lenovo products;
- Spare parts used for restoration of altered Lenovo products; and
- Spare parts defined by Lenovo to interface other manufacturers' equipment to a Lenovo defined multiple machine interface on a Lenovo products.

(b) Modification and improvements in design may occur at any time and could affect future availability of any Spare Part.

(c) Flex will make Spare Parts available for sale as long as Lenovo uses such Spare Parts in maintaining Lenovo products. Flex will fill quantity orders for Spare Parts when there is sufficient supply to permit. However, it may be necessary to restrict quantities to those required for immediate needs to help ensure continuing Spare Parts availability to all. After the discontinuance of Lenovo products and Spare Parts, Flex will continue to accept orders for Spare Parts, in reasonable quantities, in the normal manner until existing stocks are depleted.

3. ORDER ACCEPTANCE AND PROCESSING

(a) Flex's offers are open for acceptance within the period stated by Flex in the offer or, when no period is stated, within thirty (30) days from the date of the offer, but any offer may be withdrawn or revoked by Flex at any time prior to the receipt by Flex of Purchaser's acceptance thereof. Purchaser's orders will be accepted by the Flex Sales Portal.

(b) All communications regarding such orders, including authorisation and direction for Spare Parts being returned under warranty, must also be directed to the Flex Sales Centre. Orders can also be placed directly with the Flex Sales department. Orders will be accepted by telephone on +44 1925 260150, or online at the Sales Portal. A handling charge will apply to any order placed on an emergency basis.

(c) The Purchaser shall ensure that only Authorised Individuals shall access or otherwise use the Sales Portal using the unique password and username issued to each (subject to any change of that password by the relevant Authorised Individual).

(d) The Purchaser agrees that it, and only it, is responsible for all acts and omissions of any person using the username and password of an Authorised Individual, irrespective of whether such person is an Authorised Individual, and that any such act or omission is deemed to be an act or omission of the Purchaser. The Purchaser agrees that any unauthorised use of the Sales Portal, and any unauthorised use of the username and password of an Authorised Individual, does not permit non-performance by the Purchaser in respect of any transaction, resulting from, or related to, such unauthorised use.

(e) The Purchaser represents, warrants and undertakes to Flex that:

(i) the Authorised Individual has full authority, power and capacity to enter into and carry out its obligations under these Terms and to enter into any transaction in respect of which the Authorised Individual accepts an offer by Flex;

(ii) when an Authorised Individual accepts the Terms, such terms will create obligations which are valid and binding on the Purchaser and enforceable in accordance with their terms;

4. PRICING

Prices for Spare Parts in any offer or confirmation are in Euros (unless otherwise indicated on the Sales Portal), based on delivery DAP INCOTERMS 2020 Flex's Facility, unless agreed otherwise in writing between Purchaser and Flex and do not include any taxes, duties or similar levies, now or hereafter enacted, applicable to the Spare. Flex will add taxes, duties and similar levies to the sales price of the Spare Parts where Flex is required or enabled by law to pay or collect them and these will be paid by Purchaser together with the price. Prices quoted are subject to change without notice before acceptance and all orders that are accepted are subject to pricing prevailing at the time of order acceptance.

5. PAYMENT

(a) Except for credit or debit card transactions, amounts are due upon receipt of an invoice by Purchaser and payable within thirty (30) days of the date of invoice unless otherwise agreed between Purchaser and Flex in writing. Purchaser agrees to pay accordingly, including any applicable sales, use or similar taxes, fees or duties (unless Purchaser supplies Flex with exemption documentation), any late payment fee, and shipping charges.

(b) In addition to any other rights and remedies Flex may have under applicable law, interest will accrue on all late payments at the rate of twelve percent (12%) per annum or the applicable statutory rate, whichever is higher and to the extent permitted by applicable law, from the due date until payment in full. Flex reserves the right to require payment in advance of delivery of the Spare Parts or other security for payment and Flex may suspend, delay or cancel any credit, delivery or any other performance by Flex. In the event of any default by Purchaser in the payment of any fees or charges due, or any other default by Purchaser, Flex shall have the right to refuse performance and/or delivery of any Spare Parts until payments are brought current and Flex may suspend, delay or cancel any credit, delivery or any other performance by Flex. Such right shall be in addition to, and not in lieu of, any other rights and remedies available under the Terms or at law.

(c) Purchaser is responsible for personal property taxes, if any, for each Spare Part from the date it is shipped to Purchaser.

(d) No discounts, quantity entitlements, or promotions apply unless expressly specified for in the Terms. If the Purchaser is paying by credit card then delivery of Spare Parts will usually only be made to the address of the cardholder. Delivery to a third party address can only be made following written confirmation from the card holder and following additional card security checks (if any).

6. DELIVERY

(a) Flex shall maintain central warehouse locations within the UK and within the Netherlands (“**Flex Facility**”). In case of shipments from the Flex Facility in the Netherlands, the Flex affiliate Flextronics Logistics B.V. shall be the exporter of record. Flex will ship the Spare Parts DAP Incoterms 2020, from the relevant Flex Facility unless otherwise agreed or indicated on the invoice. Shipping charges will be applied to all orders. Although Flex does not warrant that delivery of Spare Parts will be made by the expected delivery date, Flex will use commercially reasonable efforts to do so. In Flex’s acceptance of your order, Flex will notify Purchaser regarding the expected delivery date.

(b) As a guideline the following delivery lead-times are applicable:

- If Spare Parts are available, Purchaser’s order is received before 12:00 hours (GMT) the delivery service and delivery charges will be as described in the Delivery Details as specified on the Sales Portal.
- If Spare Parts are not currently in stock, Flex will accept a provisional order to supply. Flex cannot guarantee to fulfil such orders and the price of these Spare Parts may be subject to change. Flex will obtain agreement from the customer before fulfilment of the order should there be any change in price or expected lead time for supply. (a standard delivery charge applies regardless).

(c) Purchaser will give Flex written notice of failure to deliver and thirty (30) days within which to cure. If Flex does not deliver within such thirty (30) day period, Purchaser’s sole and exclusive remedy is to cancel the affected and undelivered portions of the order.

(d) Title in the Spare Parts shall pass to Purchaser upon payment in full of the purchase price but risk of loss in the Spare Parts shall pass to Purchaser upon Flex’s delivery in accordance with the applicable Incoterms.

7. CONSUMER RIGHTS

Nothing in the Terms shall limit the statutory rights of consumers including rights of consumers under national legislation governing the sale of consumer goods that cannot be waived or limited by contract and Flex does not disclaim those implied warranties under the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982 for consumers. The following information is applicable if the Purchaser is a natural person who is acting for purposes that are outside the scope of his/her business:

- The Purchaser has the right to cancel an order for any reason within a cooling off period that ends on the fourteenth working day after the day on which the Spare Parts were received.
- If the Purchaser wishes to cancel an order during the cooling off period then notice of cancellation will only be accepted if given in writing, written notification may be by post or e-mail.
- In the event of cancellation, the return of Spare Parts will be the Purchaser’s responsibility and the Purchaser will bear the cost of returning the Spare parts.
- If the Spare Parts requested are not available at the time of delivery then substitute Spare Parts may be supplied, in these instances the Purchaser has the right to cancel the order. The cost of returning substitute Spare Parts will be borne by Flex.

8. LIMITED WARRANTY AND DISCLAIMER

(a) Flex warrants that the all Spare Parts purchased by Purchaser be new and unused or will be in good working order and at least functionally equivalent to the original part. The warranty for Spare Parts acquired in the Territory will be valid and applicable in the Territory.

(b) In addition Flex warrants that Spare Parts (excluding any software that is embedded in the Spare Parts) will be free from defects in materials, workmanship and design for a period of three months after the date of delivery.

(c) Flex’s sole and exclusive warranty with respect to claims under this warranty and Purchaser’s sole and exclusive right, with respect to claims under this warranty shall be limited, at Flex’s option, either to the

replacement or repair of a defective or non-conforming Spare Part. Flex shall have a reasonable time to repair or replace the Spare Part. The non-conforming or defective Spare Part shall become Flex's property as soon as they have been replaced or credited.

(d) Notwithstanding the foregoing, Flex shall have no obligations under warranty if the alleged defect or non-conformance is found to have occurred as a result of environmental or stress testing, misuse, use other than as set forth in the user manual, neglect, improper installation or accident, or as a result of improper repair, alteration, modification, storage, transportation or improper handling.

(e) The express warranty granted above shall extend directly to Purchaser and not to Purchaser's customers, agents or representatives and is in lieu of all other warranties, whether express or implied, including without limitation any implied warranties of fitness for a particular purpose, merchantability, or non-infringement of intellectual property rights. All other warranties are hereby specifically disclaimed by Supplier.

(f) Flex makes no warranties on software and software Spare Parts (if any) are provided "as is". Without warranties or conditions of any kind, some countries do not allow limitations of warranties, so nothing in this warranty affects statutory rights including rights of consumers under national legislation governing the sale of consumer goods that cannot be waived or limited by contract and Flex does not disclaim those implied warranties under the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982 for consumers.

9. INTELLECTUAL PROPERTY RIGHTS & INDEMNITY

(a) If a third party claims that a Service Part that Flex provides under the Terms infringes that party's patent or copyright, Flex will defend Purchaser against that claim at its expense and pay all costs, damages, and attorney's fees that a court finally awards, provided that Purchaser: 1) promptly notify Flex in writing of the claim; and 2) allow Flex to control, and cooperate with Flex in, the defence and any related settlement negotiations.

(b) If Purchaser maintains an inventory, and such a claim is made or appears likely to be made about a Service Part in the Purchaser's inventory, you agree to permit Flex either to enable Purchaser to continue to market and use the Service Part, or to modify or replace it with one that is at least functionally equivalent. If Flex determines that none of these alternatives is reasonably available, Purchaser agrees to return the Service Part to Flex on Flex's written request. Flex will then give Purchaser a credit, as determined by Flex, which will be either 1) the price Purchaser paid Flex for the Service Part (less any price-reduction credit), or 2) the depreciated price. Other than the obligation set out above, this is Flex's entire obligation to Purchaser regarding any claim of infringement.

(c) Flex has no obligation regarding any claim based on any of the following:

- anything Purchaser provides which is incorporated into a Service Part;
- Purchaser's modification of a Service Part other than its specified operating environment;
- the combination, operation, or use of a Service Parts with any products not provided by Flex as a system, or the combination, operation, or use of a Service Part with any product data, apparatus, or business method that Flex did not provide; or
- infringement by a non-Lenovo product alone, as opposed to its combination with Service Parts Flex provides to Purchaser as a system.

10. LIMITATION OF LIABILITY

(a) FLEX SHALL NOT BE LIABLE FOR ANY LOST PROFITS, LOST SAVINGS, LOSS OF REPUTATION, LOSS OF GOODWILL, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE TERMS OR THE SALE OF ANY SPARE PARTS BY FLEX OR THE USE THEREOF WHETHER OR NOT SUCH DAMAGES ARE BASED ON TORT, WARRANTY, CONTRACT OR ANY OTHER LEGAL THEORY – EVEN IF SUPPLIER HAS BEEN ADVISED, OR IS AWARE, OF THE POSSIBILITY OF SUCH DAMAGES. SAVE IN RESPECT OF ANY LIABILITY WHICH MAY NOT BE LIMITED UNDER APPLICABLE LAW, THEN NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS TERMS, FLEX'S AGGREGATE AND CUMULATIVE LIABILITY TOWARDS PURCHASER (TOGETHER WITH ALL PURCHASER'S AFFILIATES) UNDER THE TERMS SHALL NOT EXCEED AN AMOUNT OF HUNDRED PERCENT (100%) OF THE TOTAL AMOUNT RECEIVED FROM PURCHASER ON ACCOUNT OF THE SALE OF SPARE HERUNDER IN THE IMMEDIATELY PRECEDING TWELVE MONTHS. NOTHING IN THIS AGREEMENT SHALL LIMIT OR EXCLUDE EITHER PARTY'S LIABILITY TO THE OTHER PARTY (OR ANY OF ITS AFFILIATES) FOR:

(I) FRAUD OR FRAUDULENT MISREPRESENTATION, OR DEATH OR PERSONAL INJURY CAUSED BY GROSS NEGLIGENCE OF FLEX;

(II) ANY OBLIGATION HEREUNDER TO INDEMNIFY THE OTHER PARTY; OR,

(III) ANY LIABILITY WHICH MAY NOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

(b) NOTHING IN THIS AGREEMENT SHALL LIMIT OR EXCLUDE LIABILITY FOR PURCHASER'S OBLIGATION HEREUNDER FOR PAYMENTS FOR SPARE PARTS OR OTHER CHARGES:

(c) Any Purchaser's claim for damages must be brought by Purchaser within ninety (90) days of the date of the event giving rise to any such claim, and any lawsuit relative to any such claim must be filed within one (1) year of the date of the claim. Any claims that have been brought or filed not in accordance with the preceding sentence are null and void.

(d) The limitations and exclusions set forth above in this Section 10 shall apply only to the extent permitted by applicable mandatory law.

11. FORCE MAJEURE

Neither party shall be liable to other party for any failure or delay in the performance of its obligations hereunder, to the extent such failure or delay is caused by fire, flood, earthquakes, other elements of nature; acts of war; terrorism, riots, civil disorders, rebellions or revolutions; epidemics, communication line or power failures; governmental laws, court orders or regulations; or any other cause beyond the reasonable control of the that party.

12. EXPORT/IMPORT CONTROLS

(a) Purchaser may actively market the Service Parts only within Territory. Purchaser may not market outside the Territory and Purchaser agree not to use anyone else to do so. The Purchaser hereby warrants that you will comply with all applicable laws including applicable export and import laws when you market the Service Parts and technical data and that Purchaser will not deal with the Spare Parts in violation of any applicable export or import control laws and regulations.

(b) If the delivery of Spare Parts under the Terms is subject to the granting of an export or import license by a government and/or any governmental authority under any applicable law or regulation, or otherwise restricted or prohibited due to export or import control laws or regulations, Flex may suspend its obligations and Purchaser's rights regarding such delivery until such license is granted or for the duration of such restriction and/or prohibition, respectively, and Flex may even terminate the Agreement, without incurring any liability towards Purchaser.

(c) Furthermore, if an end-user statement is required, Flex shall inform Purchaser immediately thereof and Purchaser shall provide Flex with such document upon Flex's written request; if an import license is required, Purchaser shall inform Flex immediately thereof and Purchaser shall provide Flex with such document as soon as it is available.

13. CONFIDENTIALITY

Purchaser acknowledges that all technical, commercial and financial data disclosed to Purchaser by Flex and/or its affiliates is the confidential information of Flex and/or its affiliates or Lenovo. Purchaser shall not disclose any such confidential information to any third party and shall not use any such confidential information for any purpose other than as agreed by the parties and in conformance with the purchase transaction contemplated herein.

14. GOVERNING LAW

(a) The Terms and its interpretation (and all non-contractual obligations arising from or connected with the Terms) shall be governed by and interpreted in accordance with the laws of England and Wales without regard to its conflicts of laws provisions. The parties specifically agree that the 1980 United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Terms.

(b) Any dispute arising out of or in connection with the Terms (including any non-contractual dispute or claim), including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the London Court of International Arbitration Rules from time to time in force. This Section incorporates the Rules except where they conflict with its express terms. The number of arbitrators shall be three. The seat, or legal place, of arbitration shall be London, England. The language to be used in the arbitral proceedings shall be English.

(c) Each party shall nominate an arbitrator in the Request for Arbitration or Answer as the case may be. The two party nominated arbitrators shall nominate a third arbitrator to act as Chairman within fourteen (14) days after confirmation of the second arbitrator's appointment. If any of the parties fail to nominate an arbitrator or

the two arbitrators already appointed fail to nominate the Chairman, the appointments shall be made by the LCIA Court.

(d) The award shall be final and binding on the parties or any one claiming through or under them and judgment rendered on the award may be entered in any court having jurisdiction or application may be made to such court for judicial acceptance of the award and an order of enforcement as the case may be.

(e) IN THE EVENT OF ANY DISPUTE BETWEEN THE PARTIES, WHETHER IT RESULTS IN PROCEEDINGS IN ANY COURT IN ANY JURISDICTION OR IN ARBITRATION, THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY, AND HAVING HAD AN OPPORTUNITY TO CONSULT WITH COUNSEL, WAIVE ALL RIGHTS TO TRIAL BY JURY, AND AGREE THAT ANY AND ALL MATTERS SHALL BE DECIDED BY A JUDGE OR ARBITRATOR WITHOUT A JURY TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW.

15. TERMINATION

Without prejudice to any rights or remedies Flexmay have under the Terms or at law, Flex may, by written notice to Buyer, terminate with immediate effect the Terms or any part thereof without any liability whatsoever, if:

(i) Purchaser violates or breaches any of the provisions of the Terms;

(ii) any proceedings in insolvency, bankruptcy (including reorganization) liquidation or winding up are instituted against Purchaser, whether filed or instituted by Purchaser, voluntary or involuntary, a trustee or receiver is appointed over Purchaser, or any assignment is made for the benefit of creditors of Purchaser. Upon occurrence of any of the events referred to above, all payments to be made by Purchaser under the Terms shall become immediately due and payable.

In the event of cancellation, termination or expiration of the Terms, the terms and conditions destined to survive such cancellation, termination or expiration shall so survive.

16. MISCELLANEOUS

(a) The Terms is the sole and complete understanding of the parties regarding the subject matter hereof, superseding all prior or contemporaneous agreements and understandings, whether written or oral.

(b) Any terms of the Terms which by their nature survive the expiration or termination of the Terms, including but not limited to Limitation of Liability and Liability, shall survive the expiration or termination of the Terms.

(c) If the whole or any part of a provision of the Terms is found to be invalid, unenforceable or illegal by a court of competent jurisdiction, it shall be deleted and the remainder of the Terms shall remain full force and effect.

(d) Each party may communicate with the other by electronic means and such communication is acceptable as a signed writing to the extent permissible under applicable law. An identification code (called a "user ID") contained in an electronic document is legally sufficient to verify the sender's identity and the document's authenticity.

(e) The Terms shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives. Neither party shall have the right to assign or otherwise transfer its rights or obligations under this Terms except with the prior written consent of the other party, not to be unreasonably withheld. Notwithstanding the foregoing, Flex may subcontract, delegate or assign some or all of its rights and obligations under the Terms to an affiliate of Flex or to a third party financial institution for the purpose of receivables financing (e.g., factoring).

(f) Neither party grants the other the right to use its (or any of its affiliate's) trademarks, trade names, or other designations in any promotion or publication without prior written consent.