

Will You be reselling the product that you purchase from Ingram Micro?

Yes No If "No," stop here :

Ingram Micro's position in the industry is as a distributor/wholesaler. Because of commitments we have made to our vendors, we can only sell our product to resellers. If you will not be reselling the product you are intending to purchase from Ingram Micro, or if you are unable to complete the attached Resale Certificate, we will not be able to establish an account relationship at this time.

INGRAM USE ONLY

- Prepaid by wire transfer
- C.O.D (Company check)
- PDC _____Days (Company check)
- NET TERMS _____Days
- Segment code _____
- Sales code _____
- Check MK Denial.com

DOCUMENTS ATTACHED

- Information Resource
- Company registration certificate or Registry of Company (R.O.C)
- Letter of attorney (if partner has representative office in local)
- The copy of Identification Card of representative office in local)
- The copy of house registration of representative office in local)
- Latest Audited Balance Sheet and Profit & Loss Statements Annual Return 2 years

Request by : _____

Full Name Date

Acknowledge by: _____



RESELLER APPLICATION

Documents must be fully completed before an account is opened and pricing quoted. We do not want to delay your application.

กรุณาให้ข้อมูลอย่างครบถ้วนก่อนเปิดการขาย และการให้ราคา ด้วยทางเราไม่ต้องการให้เกิดการล่าช้าในการดำเนินการ

1. Have you had an account with Ingram Micro before? If yes, under what account name/number? _____
เคยมีการค้าขายกับทาง อินแกรม ไมโครมาก่อนหรือไม่ ถ้าใช่กรุณาใส่ชื่อ/หมายเลขเดิม

2. Where did you find out about Ingram Micro? (Check all that apply)

รู้จัก อินแกรม ไมโคร จากที่ไหน

- Manufacturer
- Publication
- Reseller Referral
- Trade Show
- Other _____

DESCRIPTION OF BUSINESS (Please type or print) กรุณาเขียนข้อมูลบริษัทอย่างชัดเจน

This company is a (check one) : ประเภทของการจดทะเบียนการค้า

- Sole Proprietorship
- Partnership
- Corporation
- Other _____

Year : ปี _____ Months : เดือน _____

Tax exempt เลขประจำตัวผู้เสีย _____ Date business established วันที่ก่อตั้ง _____

Length of time at this address ระยะเวลาเปิดทำการ _____

English Information

Legal Business Name (As appears on business license)

Business Trade Name (English)

Business Street Address (Must be provided)

City, Province, and ZIP Code

Officer's/Owner's Name

Title

Officer's/Owner's Name

Title

Authorized Purchaser(s)

Authorized Purchaser(s)

Business Phone โทรศัพท์

BILLING ADDRESS (if different from above)

Business Street Address (Must be provided)

City, Province, and ZIP Code

Street Address

SHIPPING ADDRESS (Attach map/list with additional address)

Business Street Address (Must be provided)

City, Province, and ZIP Code

ข้อมูลภาษาไทย

ชื่อที่จดทะเบียนตามกฎหมาย

ชื่อทางการค้า

ที่อยู่การค้า

เขต อำเภอ ตำบล จังหวัด เลขที่เขตไปรษณีย์

ชื่อเจ้าของ/ผู้รับผิดชอบ (ตามที่จดทะเบียนการค้า)

ตำแหน่ง

ชื่อเจ้าของ/ผู้รับผิดชอบ (ตามที่จดทะเบียนการค้า)

ตำแหน่ง

เจ้าหน้าที่ฝ่ายจัดซื้อ

เจ้าหน้าที่ฝ่ายจัดซื้อ

Business Fax โทรสาร

ที่อยู่รับใบเรียกเก็บเงิน (ถ้าต่างจากข้อความข้างบน)

ที่อยู่การค้า

เขต อำเภอ ตำบล จังหวัด เลขที่เขตไปรษณีย์

Street Address

ที่อยู่จัดส่งสินค้า (แนบเอกสารแผนที่เพิ่มเติม หรือมีที่อยู่มากกว่าหนึ่ง)

ที่อยู่ในการจัดส่ง

เขต อำเภอ ตำบล จังหวัด เลขที่เขตไปรษณีย์

Customer agrees to notify Ingram Micro of any changes in ownership of its business as set forth herein by certified mail to-

ผู้สมัครต้องยินยอมในการแจ้งทาง บริษัท อินแกรม ไมโคร กรณีที่มีการเปลี่ยนแปลงรายชื่อเจ้าของ หรือหลักฐานการจดทะเบียนการค้าโดยส่งไปรษณีย์ลงทะเบียนมาที่ -

ฝ่ายเครดิต (Credit Department)

INGRAM MICRO (THAILAND) LTD.

59/1, Soi Sukhumvit 16 (Sammitr), Kwaeng Klongtoey, Khet Klongtoey, Bangkok 10110, THAILAND

TEL:+66 2 012 2222 FAX: +66 2 714 9227

3. Which category best describes your company's business? (Check one)

- | | | |
|--|--|---|
| <input type="checkbox"/> Computer Superstore | <input type="checkbox"/> OEM | <input type="checkbox"/> Corporate Reseller |
| <input type="checkbox"/> Department store | <input type="checkbox"/> System Assembler | <input type="checkbox"/> Internet Service Provider |
| <input type="checkbox"/> Discount store | <input type="checkbox"/> System Integrator (Local Brand) | <input type="checkbox"/> Telecommunications |
| <input type="checkbox"/> Office Products Store | <input type="checkbox"/> Distributor | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Software Only | <input type="checkbox"/> Dealer | <input type="checkbox"/> Exporter (if yes, what countries?) |
| <input type="checkbox"/> Consumer Electronics | <input type="checkbox"/> Manufacturer | |
| <input type="checkbox"/> Retailer | <input type="checkbox"/> VAR/Systems | |
| <input type="checkbox"/> Direct Marketer | <input type="checkbox"/> Consultant | |

4. If you are a VAR which of the following best describes your company' reseller activities. (Check one)

ถ้าเป็น VAR (Value Add Reseller) จะอยู่ในกลุ่มใด (กรุณาเลือก หนึ่งข้อ)

- System Integrator Application VAR Network Integrator/Technical VAR

5. If you are involved in telecommunications, which of the following best describes your company's reseller activities. (Check one)

ถ้าเกี่ยวข้องกับ Tele communications แนวทางธุรกิจเป็นอย่างไร

- Contractor Interconned VAR Telephone Company Other _____

6. What percentage of your purchases is from the following sources? (Total should equal 100%)

- | | | |
|--|--|---------------------------------------|
| <input type="checkbox"/> SIS _____% | <input type="checkbox"/> Synnex _____% | <input type="checkbox"/> D Com _____% |
| <input type="checkbox"/> The Value System _____% | <input type="checkbox"/> Ingram Micro _____% | <input type="checkbox"/> Other _____% |

7. What percentage of your sales is to the following markets? (Total should equal 100%)

- | | | |
|---|--|---------------------------------------|
| <input type="checkbox"/> Small to Medium Size Business _____% | <input type="checkbox"/> Home Users _____% | <input type="checkbox"/> Other _____% |
| <input type="checkbox"/> Government _____% | <input type="checkbox"/> Education _____% | |

8. How many employees does your company have? (Check one)

- | | | |
|---------------------------------|---------------------------------|----------------------------------|
| <input type="checkbox"/> 1-10 | <input type="checkbox"/> 21-50 | <input type="checkbox"/> 101-200 |
| <input type="checkbox"/> 11 -20 | <input type="checkbox"/> 51-100 | <input type="checkbox"/> 201+ |

9. What were your company's total gross sales last year? (Check one)

- | | | | |
|---|--|---|-------------------------------------|
| <input type="checkbox"/> Less than Baht 1,000,000 | <input type="checkbox"/> 10,000,001-15,000,000 | <input type="checkbox"/> 50,000,001-100,000,000 | <input type="checkbox"/> Don't know |
| <input type="checkbox"/> 1,000,001-10,000,000 | <input type="checkbox"/> 15,000,001-50,000,000 | <input type="checkbox"/> 100,000,001 or more | |

10. Do you currently offer a leasing program to your customers?

- Yes if yes, through what company? Company name : _____ Tel: _____ Contact name: _____
- No

11. If you have branch, do you want us to ship direct to the branch?

- Yes No

Branch Location	Address	Tel/Fax	Contact person

NOTE: Please attached documents for more detail branch information. กรุณาแนบเอกสาร ข้อมูลสาขา

Declaration ข้อมูลในเรื่องการดำเนินคดีทางกฎหมาย

Any pending litigation against the company? Yes No

Brief description _____

Date of legal action taken _____

BANK INFORMATION

Bank Name Account Officer's Name Checking Account #

Address (Street, City, Province and ZIP Code)

Telephone # Fax # Loan #

Bank Name Account Officer's Name Checking Account #

Address (Street, City, Province and ZIP Code)

Telephone # Fax # Loan #

TRADE REFERENCES (RELATED INDUSTRY PURCHASES DURING PAST 12 MONTHS)

Name Address Telephone # Account #

****CURRENT YEAR-END FINANCIAL STATEMENTS MUST ACCOMPANY NET TERM REQUESTS.**

Financial statements must include a balance sheet and income statement.. Unaudited financial statements must be signed and dated by the company's Owner/Officer. The statements time period must be indicated.

IN ORDER TO NOT DELAY YOUR ORDERING ABILITY, PLEASE MAKE SURE YOU HAVE PROVIDED ALL INFORMATION REQUESTED.

This application and agreement is submitted by applicant to Ingram Micro (Thailand) Ltd. (IMT) to obtain trade credit. IMT reserves the right to decline credit to applicant and in the event Credit Is extended to applicant, to change or revoke applicants credit limit on the basis of changes in IMT's credit policies or applicant's financial condition and/or payment record. All sales of product and services by IMT to applicant will be subject to IMT's standard sale terms and conditions printed in the IMT comprehensive catalog in effect at the time of order. Any variance from those terms and conditions Will be effective only if agreed to in writing by IMT prior to the product or services are ordered.

Customer agrees to make payment in full to IMT for all amounts due according to IMT invoice(s). Customer also agrees to pay IMT, as Interest, an amount equal to 2% per month, or the maximum provided by law (whichever is less) for invoice amounts that are past due. Should customer default in any such payment(s), IMT shall have the right, without notice to customer, to declare all invoice amounts due and payable. In the event IMT should commence any action or actions, or otherwise seek to enforce this agreement against customer, customer agrees to pay reasonable attorney(s) fees, court costs and other expenses incurred by IMT, whether or not suit is filed. This agreement is strictly confidential and is not transferable or assignable without prior written consent of IMT. Customer agrees that any change in liability for any debts incurred to IMT due to a change in customer's form of business, shall not be effective as to IMT, until IMT receives actual notice of the change by certified mail.

Applicant hereby authorizes the release of credit and banking information to IMT by the references listed on this application.

SALES TERMS AND CONDITIONS

All sales made by Ingram Micro Thailand Ltd ("Ingram") to its customers with Ingram Thailand resale accounts ("Purchaser") are subject to these terms and conditions. Purchaser's acceptance of these terms and conditions shall be made by either (i) Purchaser providing a purchase order number to Ingram or (ii) Purchaser's acceptance of any Product from Ingram, whichever occurs first. These terms and conditions shall apply to sales of all products described in Ingram's current comprehensive product listing including special order product except as otherwise noted below ("Product"). The term "Special Order Product" as used herein shall mean products that are not listed in Ingram's current comprehensive product listing or have been configured to Purchaser's specifications. Electronic Software Distribution (ESD) product sales are subject to additional terms.

1. ORDERING

Prior to placing an order, Purchaser must have an active Ingram sales account number and Purchaser's account must be current and in good standing. Purchaser must provide Ingram with complete Product order information as required by Ingram. The Product order information will include the (i) Product description, (ii) unit quantity, (iii) Ingram SKU number and/or vendor part number, (iv) current unit price as provided by Ingram, and (v) correct shipping address. Purchaser personnel will identify, for each Product order, the ship-to destination as either Purchaser, Purchaser's customer, or other specified third party. Ingram reserves the right to require additional information based on the requirements of the manufacturer or publisher of the Product. Purchaser shall not disclose any confidential information when ordering from Ingram. Purchaser may place orders over telephone, via facsimile, and via Ingram approved electronic ordering methods only through persons who identify themselves as Purchaser personnel and provide their Ingram customer number prior to placing the order. Ingram will have no obligation to confirm the validity of any order placed or the authority of the person placing an order in this manner. Purchaser will disclose its Ingram customer number only to its personnel with a need to know. Ingram's acceptance of any order from Purchaser is limited to these terms and conditions in their entirety without addition, modification, or exception. Any additional or different terms in Purchaser's purchase order or submitted by Purchaser in any form are hereby deemed to be material alterations hereto and notice of objection to them is hereby given. Orders for direct shipment to Purchaser's customers or Special Order Products may require prepayment and may be subject to additional fees. Ingram will have no obligation to hold Product for future sale to Purchaser if Purchaser's order is incomplete, on hold, or if Purchaser does not confirm it within 48 hours of notification from Ingram that backordered Product is available for shipment. All Products sold to Purchaser hereunder are for resale only. All Product pricing, description and availability information ("Information") provided by Ingram, in any form, is the property of Ingram. Ingram hereby grants Purchaser a limited, non-exclusive, non-transferable license to use the Information for Purchaser's internal use only for purposes of Purchaser's sales and purchases of Products sold by Ingram. If Ingram provides Information to Purchaser electronically, Purchaser agrees to update such Information regularly to ensure its accuracy. Purchaser agrees to hold in confidence and not to directly or indirectly use, reveal, report, publish, disclose or transfer to any other person or entity any of the Information or utilize the Information for any purpose except as permitted herein. INGRAM MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED ON THE INFORMATION. ALL INFORMATION IS PROVIDED TO PURCHASER "AS IS." INGRAM HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS AND IMPLIED, RELATING TO INFORMATION INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

2. PRICE

All prices are subject to change without notice and will be established at time of order acceptance by Ingram. Order acceptance and sale by Ingram occurs at time of shipment. Prices for backordered Products are subject to change.

3. SHIPMENT AND DELIVERY

A. **Thailand Shipments** - For Product shipments to an address within Thailand, shipment will be made by Ingram via its standard transportation and risk of loss or damage to Product will transfer to Purchaser upon Ingram tendering the Product for delivery to the designated address specified on the Purchaser's Product order and Purchaser sign to receive such product.

B. **International Shipments** - depend on incoterm 2010 agreed by both parties

C. **Title** - For all shipments, title to Product remains with Ingram until Ingram receives full payment. Upon payment, title to purchased Product vests in Purchaser. Until full payment for Product has been made to Ingram, Purchaser must store Product separately from Purchaser or any other third party goods and ensure that Ingram Product are readily identifiable as the property of Ingram.

4. CREDIT AND PAYMENT TERMS

Purchaser shall furnish to Ingram all financial information reasonably requested by Ingram from time to time for the purpose of establishing or continuing Purchaser's credit limit. Purchaser agrees that Ingram shall have the right to decline to extend credit to Purchaser and to require that the applicable purchase price be paid prior to shipment. Purchaser shall promptly notify Ingram of all changes to Purchaser's name, address, or of the sale of substantially all of its assets. Ingram shall have the right from time to time, without notice, to change or revoke Purchaser's credit limit on the basis of changes in Ingram's credit policies or Purchaser's financial condition and/or payment record. Purchaser shall not deduct any amounts owing from any Ingram invoice without Ingram's express written approval, which approval shall be contingent upon Purchaser providing all supporting documentation for such deduction as required by Ingram. A service charge of the lesser of two percent (2% per month or the maximum amount allowed by law) will be charged on all past due balances commencing on the date payment is due. Credit cards (MasterCard and VISA) will only be accepted subject to a charge at the rate of three percent (3%) of the price invoiced. Payment by telegraphic transfers, cashier orders, demand drafts or cheque (subject to clearance) will be allowed. Payment by any other method will be subject to Ingram's express written approval. If Purchaser fails to make timely payment of any amount invoiced hereunder, Ingram shall have the right, in addition to any and all other rights and remedies available to Ingram at law or in equity, to immediately revoke any or all credit extended, to delay or cancel future deliveries and/or to reduce or cancel any or all quantity discounts extended to Purchaser. Purchaser shall pay all costs of collection including reasonable attorneys' fees. Any obligation of Ingram under these terms and conditions to deliver Products on credit terms shall terminate without notice if Purchaser files a voluntary petition under a bankruptcy statute or any other statute relating to insolvency or protection of the rights of creditors, or makes an assignment for the benefit of creditors, or if an involuntary petition under a bankruptcy statute or any other statute relating to insolvency or the protection of rights of creditors is filed against Purchaser, or if a receiver, manager, liquidator or trustee is appointed to take possession of the assets of Purchaser.

5. TAXES

Purchaser shall bear applicable state and other government taxes (such as sales, use, customs, etc.). Unless otherwise specified, prices do not include such taxes. Exemption certificates, valid in the place of delivery, must be presented to Ingram prior to shipment if they are to be honored.

6. WARRANTY

Product warranties, if any, are provided by the manufacturer or publisher of the Products for physical hardware damage only. Ingram makes no warranties whatsoever. IN NO EVENT SHALL INGRAM BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES OR DAMAGES OF ANY KIND OR NATURE ALLEGED TO HAVE RESULTED FROM ANY BREACH OF WARRANTY. INGRAM DOES NOT WARRANT THE MERCHANTABILITY OF THE PRODUCTS OR THEIR FITNESS FOR ANY PARTICULAR PURPOSE. INGRAM MAKES NO WARRANTY, EXPRESS OR IMPLIED, OTHER THAN THOSE SPECIFICALLY SET FORTH HEREIN.

7. PRODUCT RETURNS

A. **Requirements** - Product return will be issued for authorized returns under one of the following categories: (i) defective Products, (ii) billing or shipping discrepancies on tax invoice/delivery note, or (iii) damaged Product. Purchaser must inform Ingram for detail of damaged products and return the Products which Ingram must physically receive Products within the seven (7) calendar days from Purchaser's received date. Notwithstanding anything to the contrary, Ingram reserves the right not to authorize the return of Products that are no longer in production or are being produced or published by a manufacturer or publisher that (i) is insolvent, (ii) has declared bankruptcy, or (iii) will not accept returns from Ingram.

B. **Defective Product Returns** - Defective returns are only for Products purchased from Ingram that are inoperable or do not function in accordance with the specifications published by the manufacturer or publisher and are covered under the manufacturer's or publisher's warranty. All defective returns are subject to more restrictive manufacturer or publisher policies. Purchaser requires returning defective Products within seven (7) calendar days of invoice date. Upon verification that the returned Product is defective, Ingram may, at Ingram's sole discretion, return the product to Purchaser if no damaged found; either (i) repair the defective Product, (ii) ship Purchaser a replacement Product, or (iii) provide Purchaser a replacement product equal to the lesser of the Product's invoice price or current replacement value less any applicable charges or fees. Ingram reserves the right to require Purchaser to return defective Products directly to the manufacturer or publisher for replacement according to its defective Products return policy. Ingram shall not be obligated to repair, replace, or issue credit to Purchaser for Products rendered defective, in whole or in part, by causes external to the Products, including, but not limited to, catastrophe, power failure or transients, overvoltage on interface, environment extremes, improper use, maintenance or application of the Products or use of unauthorized parts. Purchaser shall bear all risks of loss when returning defective Products.

8. BILLING AND SHIPPING DISCREPANCIES

Billing and shipping discrepancies are for Products purchased from Ingram that were invoiced or shipped incorrectly. These include lost shipments, short shipments, wrong sales, wrong shipments and pricing/invoice errors. Purchaser may request an RMA for verified billing and shipping discrepancies within seven (7) calendar days of invoice date. In addition, Purchaser must notify Ingram of any billing discrepancies related to Purchaser's authorized returns within thirty (30) calendar days of RMA date. Such notice shall be reasonably detailed and shall specify the discrepancy. Failure to give such notice within the time specified herein shall be deemed a waiver of Purchaser's rights to claim such discrepancy.

9. PATENT AND TRADEMARK INDEMNITY

INGRAM SHALL HAVE NO DUTY TO DEFEND, INDEMNIFY, OR HOLD HARMLESS PURCHASER FROM AND AGAINST ANY OR ALL DAMAGES AND COST INCURRED BY PURCHASER ARISING FROM THE INFRINGEMENT OF PATENTS OR TRADEMARKS OR THE VIOLATION OF COPYRIGHTS BY PRODUCTS.

10. LIMITATION OF LIABILITY

INGRAM SHALL NOT BE LIABLE TO PURCHASER, PURCHASER'S CUSTOMERS, OR ANY OTHER PARTY FOR ANY LOSS, DAMAGE, OR INJURY THAT RESULTS FROM THE USE OR APPLICATION BY PURCHASER, PURCHASER'S CUSTOMER, OR ANY OTHER PARTY, OF PRODUCTS DELIVERED TO PURCHASER. IN NO EVENT SHALL INGRAM BE LIABLE TO PURCHASER OR ANY OTHER PARTY FOR LOSS,

DAMAGE, OR INJURY OF ANY KIND OR NATURE ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND CONDITIONS, OR ANY AGREEMENT INTO WHICH THEY ARE INCORPORATED, OR ANY PERFORMANCE OR NONPERFORMANCE UNDER THESE TERMS AND CONDITIONS BY INGRAM, ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS, IN EXCESS OF THE NET PURCHASE PRICE OF THE PRODUCTS OR SERVICES ACTUALLY DELIVERED TO AND PAID FOR BY PURCHASER HEREUNDER. IN NO EVENT SHALL INGRAM BE LIABLE TO PURCHASER OR ANY OTHER PARTY FOR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO LOSS OF GOOD WILL, LOSS OF ANTICIPATED PROFITS, OR OTHER ECONOMIC LOSS ARISING OUT OF OR IN CONNECTION WITH INGRAM'S BREACH OF, OR FAILURE TO PERFORM IN ACCORDANCE WITH ANY OF THESE TERMS AND CONDITIONS, OR THE FURNISHING, INSTALLATION, SERVICING, USE OR PERFORMANCE OF ANY PRODUCTS OR INFORMATION INGRAM SHALL PROVIDE HEREUNDER, EVEN IF NOTIFICATION HAS BEEN GIVEN AS TO THE POSSIBILITY OF SUCH DAMAGES. PURCHASER HEREBY EXPRESSLY WAIVES ANY AND ALL CLAIMS FOR SUCH DAMAGES. IN NO EVENT SHALL INGRAM HAVE ANY LIABILITY FOR ANY PRODUCTS USED FOR AVIATION, MEDICAL, LIFESAVING, LIFE-SUSTAINING OR NUCLEAR APPLICATIONS.

11. COMPLIANCE TO U.S. EXPORT LAWS AND OTHER RELEVANT EXPORT CONTROL LAWS

Purchaser acknowledges and shall advise its customer that the product, equipment, technology and/or software ("Products") may be subject to the controls of the United States Department of Commerce or other relevant export control laws, and that the Products may require authorization prior to export, re-export or transfer in-country. Specifically, purchaser agrees that it will not export, re-export, transfer in-country or otherwise distribute Products, or direct products thereof, in violation of any export control laws or regulations of the United States. Purchaser warrants that it will not export, re-export or transfer in-country any Products with knowledge that they will be used in the design, development, production, or use of chemical, biological, nuclear, or ballistic weapons, or in a facility engaged in such activities, unless Purchaser has obtained prior approval from the Department of Commerce. Purchaser further warrants that it will not export, re-export or transfer in-country directly or indirectly, any Products to embargoed countries or sell Products to companies or individuals listed on the Denied Order issued by the United States.

12. RELATIONSHIP OF THE PARTIES

Purchaser's relationship with Ingram will be that of an independent contractor. Purchaser will not have, and will not represent that it has, any power, right or authority to bind Ingram, or to assume or create any obligation or responsibility, express, implied or by appearances, on behalf of Ingram or in Ingram's name, except as herein expressly provided. Nothing stated in these terms and conditions will be construed as constituting Purchaser and Ingram as partners, employer/employee, franchisor/franchisee, or principal/agent between the parties. Purchaser will make no warranty, guarantee or representation, whether written or oral, on Ingram's behalf.

13. MANUFACTURER, PUBLISHER, AND SUPPLIER RESTRICTIONS

If authorization for resale is required by the manufacturer or publisher of any Product, then Ingram will not be obligated to sell such Product to Purchaser unless Ingram has received notification of such authorization from the manufacturer or publisher. All Products delivered to Purchaser hereunder may have additional restrictions on their use required by the manufacturer or publisher. Purchaser is solely responsible for ensuring its adherence to any and all such restrictions and requirements. If any supplier prohibits Ingram from selling specific Products to Purchaser, then Ingram reserves the right not to sell such Products to Purchaser.

14. CHOICE OF LAW/CHOICE OF FORUM

These terms and conditions (and any agreement into which they are incorporated) shall be construed, interpreted and enforced under and in accordance with the laws of Thailand, excluding its conflicts or choice of law rule or principles which might refer to the law of another jurisdiction. Purchaser agrees to exercise any right or remedy in connection with these terms and conditions exclusively in, and hereby submits to the jurisdiction of Thailand. The courts situated in Thailand will have non-exclusive jurisdiction and venue over any dispute or controversy that arises out of these terms and conditions. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these terms and conditions.

15. NOTICES

All notices, requests, demands, and other communications that either party may desire to give the other party must be in writing and may be given by (i) personal delivery to an officer of the party, (ii) mailing the same by registered or certified mail, return receipt requested, or via nationally recognized courier services to the party at the address of such party as set forth herein, at the official corporate address of such party, or such other address as the parties may hereinafter designate, or (iii) facsimile subsequently to be confirmed in writing pursuant to item (ii) above. Notices to Ingram shall be sent to: Ingram Micro (Thailand) Ltd, 59/1, Soi Sukhumvit 16 (Sammitr), Kwaeng Klongtoey, Khet Klongtoey, Bangkok 10110. Tel +66 2 012 2222 Fax +66 2 2662

16. BINDING EFFECT/ASSIGNMENT

These terms and conditions shall be binding upon and shall inure to the benefit of the parties hereto and their respective representatives, successors and permitted assigns. Neither party may assign its rights and/or duties under these terms and conditions without the prior written consent of the other party given at the other party's sole option. Any such attempted assignment shall be void. Notwithstanding the foregoing, Ingram may assign any purchase order received from Purchaser to a subsidiary or affiliate upon notice to Purchaser.

17. PARTIAL INVALIDITY

If any provision of these terms and conditions shall be held to be invalid, illegal or unenforceable, such provision shall be enforced to the fullest extent permitted by applicable law and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

18. NO WAIVER

Failure or delay of Ingram to exercise a right or power under these terms and conditions shall not operate as a waiver thereof, nor shall any single or partial exercise of a right or power preclude any other future exercise thereof.

19. CAPTIONS

The captions used herein are for reference purposes only and shall have no effect upon the construction or interpretation of any provisions herein.

20. GENERAL

These terms and conditions, as published on Ingram's Web site located at www.ingrammicro.co.th at the time of sale, are the official terms and conditions of sale between Ingram and Purchaser and may be amended from time to time without notice at Ingram's sole discretion.

Signed at _____ as of this _____ day of _____ year _____

เซ็นที่ _____ วันที่ _____ เดือน _____ ปี _____

Office/Owner _____
Authorized Signature/Company Stamp _____ Print Name/Title _____