

REDINGTON'S CODE OF BUSINESS CONDUCT FOR BUSINESS PARTNERS

Redington believes in transparency, ethical conduct, honesty & integrity while transacting with all partners in accomplishing its vision and objectives. This document details/specifies essential requirements which all our business partners are expected to be compliant with at all times in all dealings with Redington or any of its subsidiaries, affiliates and employees.

Compliance with laws:

The business partner undertakes to fully comply with:

- all applicable laws and regulations in the jurisdiction, including competition laws and data protection and privacy.
- all applicable export trade controls and sanction regimes including but not limited to US & UN

Anti-bribery and corruption:

- Conduct its business in an ethical and honest manner
- Comply with all applicable laws relating to anti-bribery and corruption including all local, the US Foreign Corrupt Practices Act and UK Bribery Act.
- Zero tolerance on any form involving bribery and corruption either directly or indirectly and prohibit to offer or receiving gifts in any way involved in influencing the decision of the receiver or trying to seek business advantage.

Intellectual Property Rights

- We expect our business partner to respect others Intellectual Party Rights
- To report any violation of Intellectual Property Rights with respect to the products dealt by it.

Safety, Health & Environment

- Comply with all required health, safety and environment laws and regulations
- Obtain, maintain all required approvals, licenses in place

Reporting

- In case of any violation noticed by the business partners, we would request to report the same to bizconduct@redingtongulf.com. Any such reporting shall be treated with utmost caution and confidentiality.

REDINGTON BUSINESS ENGAGEMENT TERMS AND CONDITIONS

Redington Gulf FZE (together with its subsidiaries) (hereinafter referred to collectively/individually as "Seller") is committed to conducting its operations in a professional and ethical manner. Therefore all business partners, not restricted to resellers/customers, suppliers, service providers (hereinafter referred to as Business Partner) are expected to adhere to the highest standard of professional, moral and ethical conduct, respect all applicable laws and not engage in any form of unethical business practices. We expect all our Business Partners to conduct business in a manner that would not in any way compromise Redington's values.

General:

These Terms & Conditions are integral to any commercial transaction undertaken with Redington. Any variation to the Terms and Conditions with respect to commercial terms/arrangement (including any special terms and conditions agreed between the parties shall not be valid unless agreed in writing by the Seller.

Purchase Orders

1. Reseller / Partner shall place Purchase Order in written or electronic form (Fax or e-mail). Such purchase order shall describe the Products ordered, the quantities requested, delivery dates requested, Prices, Shipping instructions and other information as may be reasonably appropriate or necessary for fulfilling the order. Every PO to contain PO date, name of correct Redington entity, Payment Terms, Delivery Terms, Partner Stamp and Signatures of authorized purchasing representatives.
2. In case partial deliveries are to be allowed, the PO should explicitly mention the same. Any PO not mentioning anything related to partial deliveries will be deemed to not allow partial deliveries. Partial deliveries would also require partner accepting to making payments as per due dates mentioned on invoices raised against these partial deliveries.
3. Redington will invoice the partner entity based on the entity mentioned on the PO. Payments against those invoices will be only be accepted from the same entity from which the PO is received and to which Redington has invoiced.
4. If there are any special shipping requirements, including but not limited to pallet material, pallet size, special label on the carton, alteration in shipping address, then Reseller / Partner shall specify clearly before executing the order.
5. Confirmed Purchase Order: Upon receiving a Purchase Order from Reseller / Partner, Redington will issue a Proforma Invoice (P/I) to Reseller / Partners to confirm the delivery and commercial terms.

Delivery Terms

1. Unless otherwise stated in PI/invoice standard INCO terms for delivery shall be ex-works and risk of goods shall be transferred on this basis.
 2. All warranty and “dead on arrival” claims for any material delivered to partner or its order by Redington are to be raised directly with the respective OEMs. Redington does not accept any claims for any warranty services/repairs/replacements and partner has to liaise on such claims directly with the OEMs. Warranties and Dead on Arrival claims are subject to terms and conditions of respective OEMs. Redington is not obliged to honour any claims and is not liable to any financial claim by partners on this account. Further, any claim by partner with respective OEMs for warranties and/or Dead on Arrival will not affect any payments to Redington.
 3. Partner to thoroughly check for material part numbers, respective quantities and physical box damage at the time of delivery and reject delivery of any damaged boxes at the time of delivery. Redington reserves the right to entertain or not any claim on account of short shipment in quantities or wrong part numbers delivered or any physical damage once material is successfully delivered. Any loss incurred due to this account post successful delivery is on account of partner and Redington is entitled to receive full payments for the same as per invoice due dates.
 4. Any item in PO which relates to a service / training which is to be provided by the OEM is the sole responsibility of the respective OEM. Redington’s role for such services/trainings is limited to procuring the same from the respective OEM as a part number and invoicing the same part number to partner without any obligation on Redington for services being rendered by the respective OEM. Not rendering of services in a timely manner by any OEM will not entitle partner to hold any payments of Redington. Irrespective of delivery of such services by the OEM or not, partner to make the payments to Redington on the due date of the said invoice raised against such POs.
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5. Redington will intimate partner about its readiness to deliver the material against a particular PO once the material arrives in the Redington's warehouses. Partner to make the necessary arrangements to accept the delivery of the said material within 3 working days of such an intimation irrespective of site readiness or any other matter affecting such a delivery. Any delays from partner or partner's end customer on account of, but not limited to, contractual delays, Purchase Order delays, delivery hold, payment related delays, site readiness, resource shortages, power related delays, signing authority delays, etc. will not have any effect on partner accepting the material delivery and payments against invoices raised against the said POs have to be made on the due dates as per the invoices.

Acceptance of Delivery

Upon delivery, Business partner or his authorized representative/agent shall sign a proof of delivery confirming receipt of products. Such a document shall be conclusive evidence of delivery of Products/Services to the Business Partner and the Seller shall be deemed to have fulfilled its obligations and Seller shall not be responsible for any claims whatsoever.

Price and Payment terms

1. Prices shall be agreed on Proforma Invoice/Purchase order and shall not be subject to any variance unless expressly agreed in writing.
 2. Prices quoted/charged are exclusive of Value Added Taxes (VAT). VAT at applicable rates would be charged in addition to the agreed prices.
 3. Unless and otherwise agreed in writing, our invoices fall due for payments 30 days from the date of invoice.
 4. Reseller / Partner is not entitled to deduct or set off any amounts from any payment unless expressly agreed to by a issuance of a credit note issued by Redington. Such credit notes would also be subject to VAT, wherever applicable.
 1. Seller may suspend future deliveries until payment is received in full for due invoices. In case of delayed payment, Seller reserves the right to charge a late payment penalty computed at a rate which is prevailing country inter- bank offer rate plus 2.5%.
 2. Any additional cost implication arising from change in local taxes structure will lead to increase in prices to that effect and this will be borne by the customer.
 3. Credit limits, if any issued to partners, are as per Redington's Credit who sanction limits to partners based on their financial reports, payment history and track record. Final sanctioning of credit limits is at the discretion of Redington's Credit Department.
 4. When payment terms are against PDCs, the PDCs to be handed over to Redington credit department before invoicing and delivery.
 5. Mode of payment (LC or PDC) once agreed upon is not open to any changes once invoiced. Any changes to mode of payment have to be discussed and agreed in advance before any deliveries against a PO are made and respective changes are to be incorporated in the PO.
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Compliance with Export Controls and Sanctions

Definitions:

Export Controls regulate the shipment or transfer, by whatever means, of controlled items, software, technology, or services out of U.S. (termed an “**Export**”).

Anti-Corruption Laws” means the United States **Foreign Corrupt Practices Act** of 1977, the **U.K. Bribery Act 2010** and all other **laws, rules, and regulations** of any jurisdiction applicable concerning or relating to **bribery, money laundering or corruption**.

Restricted Party means the consolidated list of prohibited or restricted individuals, companies, and entities listed by the Departments of Commerce, State and the Treasury.

Restricted Country means countries which are restricted for export of certain products by using the blocking of assets and trade restrictions to accomplish foreign policy and national security goals. For a list of current sanctioned countries go to <http://www.treasury.gov/resourcecenter/sanctions/Programs/Pages/Programs.aspx> .

You acknowledge and understand that Seller and/or any of its affiliated or subsidiary companies may provide you with products, including hardware, software and/or technology that may be subject to United States and other government export control regulations and restrictions.

Accordingly, you hereby agree:

- That you will not transfer, export, or re-export, directly or indirectly, any Products acquired from Seller to Cuba, Iran, North Korea, Sudan, and/or Syria, Crimea region or any nationals thereof, or to any other country subject to restriction under applicable laws and regulations, and that we are not located in, under control of, or a national or resident of any such country; if you are engaged in shipping Seller supplied products to such locations, you acknowledge that you could be subject to and responsible for U.S /EU export licensing requirements;
 - That you will not use the Products in any activity related to the development, production, use or maintenance of “Weapons of Mass Destruction,” including without limitation, uses related to nuclear, missile and/or chemical/biological development and that you will not transfer, export, or re-export, directly or indirectly to any party engaged in any such activity; if you are engaged in such activities, you acknowledge that you could be subject to and responsible for U.S /EU licensing requirements;
 - That you will not transfer, export, or re-export directly or indirectly to any party listed any prohibited from receiving Products by U.S. Government or prohibited by applicable law and that you are not on, or under control of anybody on, any such list;
 - That you will comply with all applicable regulations and restrictions whenever you transfer, export, or re-export Products obtained from Seller;
 - That you shall comply with all applicable anti-corruption and bribery laws of the country in which you operate including the US Foreign Corrupt Practices Act and UK Bribery Act. These regulations advocates for Zero tolerance on a form involving bribery and corruption either directly or indirectly and prohibit to offer or receiving gifts in any way involved in influencing the decision of the receiver or trying to seek business advantage.
 - That you shall intimate/notify us in case of any non-compliance or breach of these representations. In case of any such breach, Redington shall have the right to terminate any transactions or engagement on an immediate basis without any liability.
 - That you shall comply with the applicable privacy laws of the country in which you operate.
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Force Majeure

The Seller shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, shortages or with respect to any Internal Trade Controls. The seller shall have the right to terminate the transaction on an immediate basis without any liability in case of such restrictions with respect to trade controls.

Warranty

Any warranty for the products/goods distributed or sold by the Seller shall only be as per the Vendor's (brand owners) policy.

Limitation of Liability

Notwithstanding anything to the contrary, to the maximum extent allowed by applicable law, in no event shall Seller be liable for any indirect, incidental, consequential, punitive or special damages, including but not limited to, loss of use, revenue or profit or in case of any trade control restrictions imposed even if Seller has knowledge of the possibility of such damages.

Governing Law and Jurisdiction

The parties agree to submit to the exclusive jurisdiction of DIFC, Dubai in case of the contracting entities being incorporated in UAE.

In all other cases, the jurisdiction shall be as per the competent jurisdiction of the country wherein Redington or its affiliates have their offices.

Confidentiality

All non-public, confidential, of Seller, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, that Seller discloses to Buyer, whether disclosed orally or disclosed or and regardless of whether marked, designated, or otherwise identified as "confidential," in connection with the Agreement is confidential, solely for the use of performing the Agreement, and may not be disclosed or copied unless authorized in advance by Seller in writing. This does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Seller on a non-confidential basis from a third party.

Binding

These terms & conditions are binding on all Business Partners for all transaction. Redington reserves its right to amend the said terms and conditions at its discretion and the partners are requested to refer to the updated terms and conditions as available on www.redingtongroup.com.

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bizconduct@redingtongulf.com. Any such reporting shall be treated with utmost caution and confidentiality.

REDINGTON'S DATA PRIVACY POLICY

This privacy policy applies between you, the user of this website and Redington Gulf FZE, the owner and provider of this website.

Redington Gulf FZE is committed to respect your privacy and choices while using our website. The statement highlights our privacy practices regarding Personal Information that we hold about you.

Purpose

Redington Gulf FZE (“**Redington**,” “**We**” or “**Us**”) value and respect your personal information and are fully aware that you trust us with the information. This privacy policy (“**Policy**”) defines what information is collected, what we intend to do with it and your rights in relation to such information. This Policy (together with our terms of use and any other documents referred to on it) sets out the basis on which any personal data We collect from you, or that you provide to Us, will be processed by Us. Please read the following carefully to understand our views and practices regarding your personal data and how We will treat it. Unless otherwise required to do so by law, We will only process your personal data with your consent, for the practices described in this Policy. Your consent will not be used to process your personal data for any other reason unless you explicitly consent to processing it for the other purposes and you have the right to withdraw your consent at any time.

Information we collect about you

We collect and store the following personal information:

Information you provide Us (whether via the Website, phone, email or otherwise) such as name, address, email address, contact information, and (depending on the service used) sometimes financial and credit card information and transaction data such as products or services purchased from Us; and Information We collect about you such as computer sign-on data, statistics on page views, traffic to and from the Website, web log information, responses to advertisements, the Internet protocol (“**IP**”) address used to connect your computer to the internet, your login information, browser type and version, time zone setting, browser plug-in types and versions, operating system and platform and other similar information.

We do not collect any special categories of personal information about you (this includes details about your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about your health, and genetic and biometric data). Nor do We collect any information about criminal convictions and offences.

This website is not intended for children and We do not knowingly collect data relating to children. Our Website uses cookies to distinguish you from other users of our Website. This helps Us to provide you with a good experience when you browse our Website and also allows Us to improve our Website.

Where We need to collect personal data by law, or under the terms of a contract We have with you, and you fail to provide that data when requested, We may not be able to perform the contract We have or are trying to enter into with you (for example, to provide you with goods or services). In this case, We may have to cancel a product or service you have with us but

We will notify you if this is the case at the time.

Use of the information

We will only use your personal data with your consent or when the law allows Us to. Most commonly, We will use your personal data in the following circumstances:

Consent: Where We have your consent to using your personal information for a particular activity. For example, where you consent to Us sharing with you special offers which We think may be of interest.

Performance of a Contract: Where We need to perform the contract We are about to enter into or have entered into with you. For example, to take payment from you for products or services or arrange delivery of a product or services to you.

Legal Obligation: Where We need to comply with a legal obligation that We have. For example in some countries We may be required to provide your personal information to customs authorities in relation to delivery of products to you.

We will use your personal information to:

Provide our services, deliver our product or otherwise carry out our obligations arising from any contracts entered between you and Us; To notify you about changes to our service; Operate the [marketplace]; Resolve disputes, collect fees, and troubleshoot problems; Encourage safe trading and enforce our policies (including but not limited to this Policy); Customize users' experience, measure interest in our services, improve our services and inform users about services and updates; Do other things for users as described when We collect the information.

Disclosure of information

You agree that We have the right to share your personal information with:

Any member of the Redington group, which means our subsidiaries, our ultimate holding company and its subsidiaries including but not limited to Redington India and Ensure Services (“Redington Group”).

Selected third parties including:

Business partners, suppliers and sub-contractors for the performance of any contract We enter into with them or you; Analytics and search engine providers that assist Us in the improvement and optimisation of our Website; and Credit reference agencies for the purpose of assessing your credit score where this is a condition of Us entering into a contract with you.

We require all third parties to respect the security of your personal data and to treat it in accordance with the law. We do not allow our third-party service providers to use your personal data for their own purposes and only permit them to process your personal data for specified purposes and in accordance with our instructions.

We may also disclose personal information to respond to legal requirements, enforce our policies, respond to claims that a posting or other content violates other's rights, or protect anyone's rights, property, or safety. We may also disclose your personal information in the event that We sell or buy any business or assets, in which case We may disclose your personal data to the prospective seller or buyer of such business or assets and such personal data may be one of the transferred assets.

If you wish to receive marketing communications from Us or our third party advertising partners, you must indicate your preference by following directions provided with the communication. The communication will also describe how to stop receiving marketing materials after your consent has been given.

You may not use our Website or communication tools to harvest addresses, send spam or otherwise breach our Terms of Use or this Policy. We may automatically scan and manually filter email messages sent via our communication tools for malicious activity or prohibited content. If you use our tools to send content to a friend, We don't permanently store your friends' addresses or use or disclose them for marketing purposes. To report spam from other users, please contact Us at the details below.

Transfer of your information

The data that We collect from you may be transferred to, and stored at, destinations in the United Arab Emirates (“UAE”) and other countries which may be outside of your country of residence. Some of these countries are subject to different standards of data protection than your country of residence.

It will also be processed by staff operating inside or outside the UAE who work for Us or for one of our suppliers. This includes staff engaged in, among other things, the fulfilment of your order, the processing of your payment details and the provision of support services. By submitting your personal data, you agree to this transfer, storing or processing.

Please contact Us if you want further information on the specific mechanism used by Us when transferring your personal data.

Retention of Data

We will only retain your personal data for as long as reasonably necessary to fulfil the purposes We collected it for, including for the purposes of satisfying any legal, regulatory, tax, accounting or reporting requirements. We may retain your personal data for a longer period in the event of a complaint or if We reasonably believe there is a prospect of litigation in respect to our relationship with you.

To determine the appropriate retention period for personal data, We consider the amount, nature and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which We process your personal data and whether We can achieve those purposes through other means, and the applicable legal, regulatory, tax, accounting or other requirements.

In some circumstances you can ask Us to delete your data: see your rights below for further information.

In some circumstances We will anonymise your personal data (so that it can no longer be associated with you) for research or statistical purposes, in which case We may use this information indefinitely without further notice to you.

Controls in place

We have put in place appropriate security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, We limit access to your personal data to those employees, agents, contractors and other third parties who have a business need to know. They will only process your personal data on our instructions and they are subject to a duty of confidentiality.

All information you provide to us is stored on our secure servers. Any payment transactions will be encrypted to protect your personal information against unauthorised access and disclosure.

Where We have given you (or where you have chosen) a password which enables you to access certain parts of our Website, you are responsible for keeping this password confidential. We ask you not to share a password with anyone.

Unfortunately, the transmission of information via the internet is not completely secure. Although We will do our best to protect your personal data, We cannot guarantee the security of your data during transmission, which is at your own risk.

We have put in place procedures to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach where we are legally required to do so.

Your rights

Under certain circumstances, you will have rights under data protection laws in relation to your personal data, which may include the right to:

Object to processing of your personal data for direct marketing purposes. You can exercise your right to prevent such processing by checking certain boxes on the forms We use to collect your data. If at

any time you wish to have your information updated or removed from our active marketing databases, please contact Us (at the details below) or click unsubscribe link on any communication.

Request access to your personal data (commonly known as a "data subject access request"). This enables you to receive a copy of the personal data We hold about you and to check that We are lawfully processing it.

Request correction of the personal data that We hold about you. This enables you to have any incomplete or inaccurate data we hold about you corrected, though we may need to verify the accuracy of the new data you provide to Us.

Request erasure of your personal data. This enables you to ask us to delete or remove personal data where there is no good reason for Us continuing to process it. You also have the right to ask Us to delete or remove your personal data where you have successfully exercised your right to object to processing (see below), where We may have processed your information unlawfully or where We are required to erase your personal data to comply with local law. Note, however, that We may not always be able to comply with your request of erasure for specific legal reasons which will be notified to you, if applicable, at the time of your request.

Object to processing of your personal data where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground as you feel it impacts on your fundamental rights and freedoms. In some cases, We may demonstrate that we have compelling legitimate grounds to process your information which override your rights and freedoms.

Request restriction of processing of your personal data. This enables you to ask Us to suspend the processing of your personal data in the following scenarios:

If you want Us to establish the data's accuracy.

Where our use of the data is unlawful but you do not want Us to erase it.

Where you need Us to hold the data even if We no longer require it as you need it to establish, exercise or defend legal claims.

You have objected to our use of your data but We need to verify whether We have overriding legitimate grounds to use it.

Third Party Sites

Our Website may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that We do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data to these websites. **Revisions to our Policy**

This Policy was last updated on 13 June 2021. We reserve the right to revise this Policy from time to time. Any such changes will be posted on this page and We strongly suggest that you visit and review our Policy periodically to make sure you understand how information you provide will be used.

LIMITATIONS ON LIABILITY

IN NO EVENT WILL REDINGTON, THE REDINGTON GROUP OR ITS AFFILIATES, LICENSEES OR ANY PARTY INVOLVED IN CREATING, PRODUCING OR DELIVERING THE WEBSITE OR ITS PRODUCTS OR SERVICES BE LIABLE IN ANY MANNER WHATSOEVER FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS, USE OR INABILITY TO USE THE WEBSITE, OR IN CONNECTION WITH ANY FAILURE OR PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE (INCLUDING LOSS OF PROFITS, LOSS OF

BUSINESS OR DATA, BUSINESS INTERRUPTION, AND DAMAGES THAT RESULT FROM INACCURACY OF THE INFORMATION OR INCONVENIENCE, DELAY, OR LOSS OF THE USE OF THE WEBSITE). THE FOREGOING LIMITATIONS APPLY WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER BASIS, EVEN IF REDINGTON, REDINGTON GROUP OR ITS AFFILIATES OR ANY OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Contact

Questions, comments and requests regarding this Policy are welcomed and should be addressed to Prasanth P

Email: prasanth.p@redingtongroup.com

Mobile Number: +971 56 216 7232

Legal Department, Redington, Plot S30902, PO Box 17266, Jebel Ali Free Zone, Dubai, UAE
