



Do you wish to become an authorised reseller of Tech Data Finland Oy?

Thank you for your interest in our company and the products and services we represent. Below is a brief overview of the services Tech Data offers to its resellers.

Get acquainted with the services and fill in the reseller application.

If you need any additional information on Tech Data and our operations please contact us at:

www.techdata.fi
Tel. +358 201 553636

Our service hours
Monday to Friday, 8:00 a.m. to 5:00 p.m. (8:00 a.m. to
4:00 p.m. in July)

TECH DATA FINLAND OY

Sokerilinnantie 11 C
FI-02600 Espoo, Finland
Telephone +358 201 553636
Fax +358 20 155 3637
Business ID 0586179-0

Company's basic information

Company name and company form		Year of establishment	Business ID
Street address			
Invoicing address			
Telephone	Mobile phone	Fax	
Ownership / shareholders		Subsidiaries	
Sector		Do you have a street store selling IT products? No Yes	
Turnover in the last full financial year	euros	Length of financial year	months
		Number of personnel	

Turnover generated by IT products (please mention the most important product areas/brands)

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Clientele, services and added values; business concept

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Contact persons and desired communications

Managing Director	
Your company's main contact person for Tech Data	
Name	
Telephone	E-mail
Other contact persons	
Name	E-mail
Name	E-mail
Name	E-mail
Company website address	
We would like some information on the following product areas/person:	
PC and server products	
Monitors	
Accessories	
Software	
Networking products	
PC components	
Supplies	
Retail products	

Day-to-day operations

Delivery address		
E-mail address for order and delivery confirmations		
Invoicing address (post)		
Invoicing e-mail address (PDF invoices)		
Online invoice address	EDI code	Operator

Procurements/credit limit

Estimated annual procurements from Tech Data	VAT 0%	Desired credit limit, euros	VAT 0%
Tech Data Finland Oy reserves the right to terminate the reseller agreement if net procurements amount to less than EUR 15,000/3 months (VAT 0%). We have read Tech Data Finland Oy's delivery terms and conditions below and the terms and conditions of electronic trading and undertake to comply with them.			
Place	Date	Signature of the company's official representative	
		Name in block letters	

Tech Data Finland Oy's general delivery terms and conditions

Section 1: Scope of application

These delivery terms and conditions shall be applied to trade in equipment and components conducted between Tech Data Finland Oy and the Customer, unless the parties have agreed otherwise in writing.

Section 2: Signing of the Agreement

A written offer is valid for 30 days from its date, unless otherwise stated in the offer. A reply must be given to a verbal offer immediately unless a different time period is agreed.

Section 3: Delivery

The terms and conditions of delivery are free at the Seller's warehouse in Jordbro, Sweden. The prices stated in the price list and offers refer to unpackaged goods. The Seller shall charge delivery, packaging and handling expenses separately. No packaging or handling fees will be charged for any backorders. The Seller shall have the right to charge a separate additional fee for small orders, as stated in the price list (for more information, see www.techdata.fi). A delivery is deemed accepted if the Customer has not filed a claim within 8 days of the delivery date.

Section 4: Delivery period

The Seller shall deliver the goods within the agreed time. If no delivery time has been agreed, the Seller shall deliver the ordered goods immediately or once said goods become available. The Seller shall be obligated to notify the Purchaser of any delay as soon as it has come to the Seller's attention, and simultaneously notify the reason for the delay and the estimated new delivery date. The Seller shall not be responsible for any damage caused by delivery delays occurring due to reasons independent of the Seller. If the Seller has due receivables from the Purchaser, the Seller, after having notified the matter, shall have the right to delay agreed deliveries until the due payments have been performed. In such a case, the agreed delivery period is deemed to be extended until such time, and the Purchaser shall not have the right to present the Seller with any damage claims due to such a delay. Goods are deemed to have been delivered once they have been sent to the Purchaser or, in the case of the Purchaser agreeing to pick up the goods from the Seller or from a place specified by the Seller, once the Purchaser has been notified that the goods are ready to be picked up.

Section 5: Payment terms and conditions and credit limit

The payment terms and conditions are net 7/14 days from the date of the invoice unless separately agreed otherwise. Goods shall be invoiced once they are at the Purchaser's disposal at the shipping location, in accordance with the delivery terms and conditions, or immediately following delivery. If there are changes to payments levied by the authorities prior to the delivery date, the Seller shall have the right to alter the price of goods to the extent that said changed prices or charges affect the price of goods. If there are unpaid due invoices and the Seller deems its receivables to be at jeopardy, the Seller shall have the right to declare all of its receivables from the Purchaser to be due regardless of what has otherwise been agreed on due dates. If the Purchaser is unable to pay all of the Seller's receivables under this Agreement in cash, then goods delivered by the Seller or approved by the Seller may be used for payment, providing that the Seller agrees to this. In this case, goods also refer to receivables of the Purchaser transferred by it to the Seller. The Purchaser shall be obligated to pay a late interest of 14% on any delayed payments as of the due date. In addition to late interest, the Seller shall have the right to charge the collection fees specified in the service price list. The Seller shall provide a credit limit for the Purchaser, to be specified based on the Purchaser's credit information. The Seller shall inform the Purchaser of the extent of the limit. If the Purchaser's credit rating is weakened, the Seller may lower or cancel the credit limit. For large-scale single deliveries, the Seller offers various financing instruments, such as factoring services. The Purchaser shall deliver its latest certified financial statements to the Seller in conjunction with the signing of the Agreement. The Purchaser shall be obligated to notify the Seller of significant changes in its ownership within one week of their occurrence.

Section 6: Currency provision

If the price of goods is based on a foreign currency and the value of said currency changes materially compared to what it was when the price list or the offer was calculated, the final price shall be determined in accordance with the currency exchange rate on the order date.

Section 7: Right of ownership

Right of ownership to the subject of this transaction shall be transferred to the Purchaser once the transaction price has been paid in full. The Seller shall have the right to separately prohibit, in writing, the sale of goods intended for dealership to a third party.

Section 8: Warranty

The Seller shall undertake to grant a manufacturer's warranty for the material and manufacture of the goods it has supplied. The warranty period is deemed to start from the delivery date of the goods. Any expenses arising from delivery of equipment for repairs under the warranty shall be paid by the Purchaser, and the expenses of returning the item shall be paid by the Seller.

The warranty does not cover damage caused by an accident, lightning strike, flood or other natural phenomenon, normal wear and tear, unsuitable, careless or abnormal use, overloading, incorrect maintenance or rebuilding, modification or installation work carried out by a party other than the Seller. In the case of equipment prone to corrosion, the choice of material shall be the Purchaser's responsibility, unless agreed otherwise. Invoking the warranty requires that the Purchaser has duly fulfilled its obligations resulting from the delivery and specified by the Agreement.

The Seller shall grant a new warranty for goods replaced or repaired under the original warranty; the new warranty shall be valid for no longer than the expiry of the original warranty for the goods. The Seller's liability for delays in delivery or defects in the goods shall not, in any case, exceed the value of the delivery. The Seller's liability for damages does not cover indirect damage or any damage resulting from the Purchaser re-selling the product as part of another product.

Section 9: Product returns

There are three types of product returns: commercial, returns due to incorrect delivery and returns under the warranty.

All product returns, with the exception of returns under the warranty, must be agreed with the Seller in advance. In such a case, the Purchaser will be provided with a return code valid for 10 days. A copy of the delivery note/invoice must be attached to the returned item as well as the return code. Returned products shall be delivered to the Seller's logistics centre. The Purchaser shall pay for the cost of shipping. The Purchaser may freely choose the mode of transport, as long as the goods are delivered to the Seller. We recommend that the delivery company originally used to deliver the goods be used. Only such goods that have been proven to be accepted by the Seller can be deemed to be returned goods. In disputable cases it is the sender's responsibility to present evidence of acceptance of the returned goods, normally a copy of a signed consignment note.

Commercial product return

A completed transaction is binding and irrevocable, and the Seller is not obligated to accept returned goods. Goods delivered in accordance with the Agreement shall be accepted back and reimbursed on the condition that the Seller has specifically approved their return in advance. In such a case, the goods may be accepted back and reimbursed only if they are in their original packaging and condition. We will charge the handling fee specified in our service price list for product returns resulting from an error on the customer's part.

Incorrect delivery

If goods are returned due to an error by the Seller, the Seller shall pay the return shipping costs. Returns of this kind must be made via the shipping company that delivered the goods, with the shipping order being made by the Seller.

Goods returned under the warranty

A defect description must always be attached to goods returned under the warranty (for more information, see www.techdata.fi).

Section 10: Disputes

Any disputes between the Contracting Parties shall be resolved at the Helsinki District Court. The Seller, however, shall have the right, if it so wishes, to alternatively pursue a claim in a general court of law in the Purchaser's domicile.

Section 11: Purchaser/Liability clause

The Purchaser accepts and agrees to it that export control laws and regulations of the United States, the European Union and national legislation shall be applied to products, software and technology falling within the scope of this Agreement. Such laws and regulations include, but are not limited to, the Export Administration Regulations ("EAR") of the United States and the sanctions of the Office of Foreign Assets Controls of the United States Department of the Treasury.

The Purchaser undertakes to comply with all of these laws and regulations. The Purchaser shall not have the right, without duly granted permission by the appropriate country, to export, re-export or transfer directly or indirectly products, software or technology covered by the scope of this Agreement to a country under embargo by the United States or to a person living in such country or to a citizen of such country, nor to a person or entity listed on the "Entity List" or "Denied Persons List" of the United States Department of Commerce or the "Specifically Designated Nationals and Blocked Persons" list of the United States Department of the Treasury or a similar European or local provision.

Furthermore, products, software or technology covered by the scope of this Agreement may not be exported, re-exported or transferred to an end user whose activities are related to weapons of mass destruction. Such activities include, but are not limited to: 1) design, development, production or operation of nuclear material, nuclear facilities or nuclear weapons; 2) design, development, production or operation of missiles or funding of missile projects; 3) design, development, production or operation of chemical or biological weapons.

Please fill in or sign the form below and send it to Tech Data Finland Oy. Read all of the terms and conditions before signing the Agreement or using the InTouch service. By signing in to the InTouch service, your organisation accepts these terms and conditions or the terms and conditions relating to use of the InTouch service valid at any given time. This Agreement shall be valid from the day that you sign in to InTouch or use any other tool to trade electronically with Tech Data Finland Oy, and will remain in force for as long as you operate as a Tech Data Finland Oy reseller.

1. Definitions

The following definitions pertain to this Agreement:

- a) Website or InTouch service. This includes all information, content, user interfaces, structures, purposes of use, software codes, published material, electronic documents, graphic files and other material found on Tech Data Finland Oy's website.
- b) Program included in software or used for electronic trading with Tech Data Finland Oy. You have the right to copy the software and operate one copy per each employee using the software.
- c) Databases. Databases encompass all information obtained from web pages or through data transfer or other electronic connections to Tech Data Finland Oy, and include data structures, technical and other details, prices, recommendations and data and information. All data and other information is protected by copyright and is confidential.

2. Security

You must enter a valid username and password to access the databases. It is your responsibility to control the use of these access codes. You hold full responsibility over how these codes are used and who has the opportunity to use them. You may change your passwords if you wish. Tech Data Finland Oy recommends that you change your passwords regularly. You must inform Tech Data Finland Oy immediately if you suspect that the codes have fallen into the wrong hands or if you wish to cancel the electronic connections for other reasons. Do not disclose your codes to persons who are not authorised to act as your representative.

3. Validity of orders

You accept that you will not dispute the validity of an order made by electronic means. All orders made using your access codes will be treated as written orders signed by your company.

4. Terms and conditions of sale

If other written agreements have been made between you and Tech Data Finland Oy, then Tech Data Finland Oy's general terms and conditions of sale, an updated version of which can be found on Tech Data Finland Oy's website (www.techdata.fi), shall also apply to electronic trading.

5. Termination and alterations

Tech Data Finland Oy may, if it so wishes, update, edit, alter or discontinue all or part of the electronic service's functions. Furthermore, Tech Data Finland Oy may alter this Agreement from time to time. You will be notified of all additions and changes either in writing or via e-mail. By using the software and access codes you confirm any alterations made to this Agreement; when terminating the Agreement you undertake to immediately cease use of the electronic services with Tech Data Finland Oy and cease use of the software intended for this purpose.

6. Licence

The software and its content shall not be sold, but instead a licence to use it shall be granted. This licence shall be valid from the date of the signing of the Agreement until its termination or until you no longer act as Tech Data Finland Oy's reseller. The licence may not be transferred to a third party. The licence covers only those persons employed by you who are involved in the are involved in the reseller activities, and is applicable only in accordance with this Agreement or the written or electronically stored documentation in your possession. Without a separate agreement, you do not have permission to

- a) copy parts of the website, software or database
- b) distribute, lease, license or in any other way transfer content of the website, software or databases to other persons or companies
- c) edit, translate, merge or in any other way combine the website, software or databases, or
- d) use the website, software or databases for activities for which permission has not been granted in this Agreement or other documents

7. Limitations of liability

Tech Data Finland Oy will give you permission to use the software, databases and web pages. Your use of the website and software shall be at your own responsibility. Tech Data Finland Oy shall not be responsible for damage caused by power outages, delays or errors in electronic transfers. The databases contain information from manufacturers and other parties deemed reliable, but Tech Data Finland Oy does not take responsibility for the accuracy of this information. Tech Data Finland Oy is under no circumstances responsible for direct or indirect damage.

8. Availability and prices

Tech Data Finland Oy will grant you access to price lists and information on product availability and delivery times. Tech Data Finland Oy naturally strives to always maintain the correctness of the information. Errors may, however, occur due to technical disturbances. Tech Data Finland Oy shall do its utmost to verify the correctness of information, but Tech Data Finland Oy shall not be responsible for direct or indirect damage caused by errors.

9. Data protection and data processing

General. Reseller and Tech Data shall each comply with the requirements of the applicable Data Protection Legislation. Data Protection terms used in this Clause shall have the meaning as in the General Data Protection Regulation (GDPR) or otherwise applicable Data Protection Legislation.

Further to this Clause Tech Data's Privacy Policy applies.

Where Tech Data in connection with the supply of goods or services or otherwise Tech Data's provisioning of services to Customer receives from Customer, collects or otherwise processes (in the meaning of Art. 4 ... GDPR) Personal Data of Third Parties especially of Customer's Clients, the following shall apply:

A) Tech Data as Processor. Where Tech Data acts as a Processor on behalf (in the meaning of Art. 28 GDPR), Customer being the Controller or himself being a Processor on behalf of Customer's Clients being the Controller, the Parties will execute a Data Processing Agreement in due course.

B) Tech Data as a Controller. If Customer provides Tech Data with Personal Data in connection with contractual services which do not qualify legally as a Data Processing on behalf according to Art. 28 GDPR, Tech Data will use such Personal Data only as required to fulfill the contracted services and will not make Personal Data available to Third Parties, unless disclosure to Third Parties is required by mandatory law, authorized by Customer or necessary for Tech Data to provide the service, and if Third Parties have committed themselves to Confidentiality and Data Protection compliance or are under an appropriate statutory obligation of Confidentiality. Tech Data will keep the Personal Data as long as necessary for the fulfillment of the contract services or as otherwise legally compliant or required by statutory retention regulations. Tech Data implements and maintains appropriate technical and organisational measures in line with the legal requirements.

C) Customer's Obligations. The Customer warrants that it has obtained the Personal Data in a compliant manner and has all necessary authorization, approvals, contracts, consents and notices in place to enable lawful use, processing and transfer of the Personal Data to and by Tech Data for the duration and purposes of the Contract. Customer will adequately inform Customer's Clients in line with legal requirements about Tech Data's involvement in any relevant processing of data including Transfer of Data to Third Parties by Tech Data in line with the contractual services and /or as required by Customer.