



IBM Business Partner Agreement

Attachment for the Acquisition of IBM Personal Computer Products and Services from IBM PartnerChoice

The terms of this Attachment are in addition to or modify and prevail over the terms of  the IBM Business Partner Agreement for Resellers, the IBM Business Partner Agreement for  Solution Providers, and the Remarketer Terms Attachment .

Under the terms of this Attachment, you may acquire IBM Personal Computer Products and Services we specify, from IBM PartnerChoice. If applicable, you remain eligible to acquire these Products and Services from any IBM Personal Computer Distributor.

Prices

We may approve additional discounted pricing for a specific End User opportunity you identify at the time of order. Sale of discounted Products and Services to an End User other than the specified End User, if applicable, or to an End User for other than its own internal use, or other sales in violation of the IBM Business Partner Agreement are ineligible for discounts. Such sales may result in the termination of this Attachment and your Business Partner Agreement and recovery by IBM of the discount amount, in addition to any other remedies available to IBM under the Business Partner Agreement.

Our price to you is the price in effect on the date we receive your order. However, a price credit adjustment will be made for Products and Services where the **ibm.com** price has been reduced prior to or on the date of shipment or the Service start date, as applicable.

Products and Services are not eligible for price adjustment if we decrease the price after shipment.

Price changes and modifications to product returns are only valid when contained in an IBM announcement letter, authorized special bid amendment, or other IBM written authorized channel program offering. Any modification to prices or product returns terms by any means other than the authorized documentation described in this paragraph is invalid. Any attempt by you to change any of those terms, except as provided herein, will be a material breach of this Agreement.

Ordering and Delivery

We will ship Products and Services, to your address, your End User's address, or if you are an IBM Distributor, your resellers address, as you specify in your order.

Upon becoming aware of any discrepancy between our shipping manifest and the Products and Services received from us, you agree to notify us immediately. We will work with you to reconcile any differences.

Although we do not warrant delivery dates we will use reasonable efforts to meet your requested delivery dates.

We select the method of transportation and pay associated charges for Products and Services we ship. Other transportation options may be available. If you select any such option, we will specify if you are responsible for any applicable charges.

We will use reasonable efforts to meet your request for modification or cancellation of an order if we receive your request a minimum of 10 business days before the order is scheduled to be shipped. We may apply a cancellation charge for any such orders we cancel. We will inform you if a cancellation charge applies and where such charge is specified.

We transfer a Machine's title to you upon shipment. Any prior transfer of title to a Machine reverts back to IBM when it is accepted by us as a returned Machine.

We do not transfer title to Programs.

For each Machine, IBM bears the risk of loss or damage up to the time it is delivered to the IBM-designated carrier for shipment to you or, if you request and IBM agrees, your Customer. Thereafter, you assume the risk. Each Machine will be covered by insurance, arranged and paid for by IBM for you, covering the period until it is delivered to you or your Customer. For any loss or damage, you must 1) report the loss or damage in writing to IBM within 30 calendar days of delivery and 2) follow the applicable claim procedure.

Reseller Tax Exemption

You agree to provide us with your valid reseller exemption document for each applicable taxing jurisdiction to which we ship Products and Services. If we do not receive such documentation, we will charge you applicable taxes and duties. You agree to notify us promptly if this documentation is rescinded or modified. You are liable for any claims or assessments that result from any taxing jurisdiction refusing to recognize your exemption.

Installation and Warranty

We provide instructions to enable the setup of Customer-Set-Up-Machines. We are not responsible for the installation of Programs on non-IBM Machines. We do, however, pre load Programs onto certain Machines. We provide a copy of our applicable warranty statement to you. You agree to provide it to the customer for review before the sale is finalized, unless we specify otherwise.

We calculate the expiration date of an IBM Machine's warranty period from the Machine's Date of Installation. Warranty terms for Programs are described in the programs' license terms. We provide non-IBM Products WITHOUT WARRANTIES OF ANY KIND, unless we specify otherwise. However, non-IBM manufacturers, suppliers or publishers may provide their own warranties to you.

For non-IBM Products we approve you to market, you agree to inform your customer in writing 1) that the Products are non-IBM, 2) the manufacturer or supplier who is responsible for warranty (if any), and 3) of the procedure to obtain any warranty service.

The Date of Installation for a Customer-Set-Up Machine

The Date of Installation for a Customer-Set-Up-Machine is the date the Machine is installed which you or your Remarketer, if applicable, record on the End Users sales receipt. You must notify us of this date upon our request.

General

We may audit your records regarding your marketing of the IBM Personal Computer Products and Services you acquire from IBM PartnerChoice. You agree to provide us with copies of invoices, delivery documents and other related documents on our request.

Products and Services you order under the terms of this Attachment :

- 1) may not be returned to us, other than those determined to be defective on arrival (DOA); and
- 2) are eligible for applicable marketing and promotional offerings.

If we terminate this Attachment, we may do so without prior notice.

We may modify the terms of this Attachment on one months written notice. Such changes are not retroactive.

By signing below, you agree that you have read and agree to the terms and conditions that govern acquisition of IBM Personal Computer Products and Services from IBM PartnerChoice .

Agreed to: _____
(IBM Business Partner Name)

Agreed to: International Business Machines
Corporation

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Type or Print)

Name: _____
(Type or Print)

Date: _____

Date: _____

Address: _____

IBM Location ID: _____

Phone Number: _____ e-Mail Address: _____