

D-Link Business Partner Portal Terms and Conditions

D-Link Business Partner Terms

Start date: 1 Jan 2018



To qualify as an D-Link Business Partner you must, meet the following prerequisites ("Prerequisites"):

- (i) comply with the D-Link selective distribution criteria applicable to all channel partners and posted on the D-Link Business Partner Portal
- (ii) Unless requested to accept these Terms online or otherwise, you acknowledge and agree that your participation in the Program constitutes acceptance of these Terms.

A. GENERAL TERMS

1. PROGRAM PARTICIPATION AND DURATION

- 1.1. You must review and accept on the D-Link Business Partner Portal the Terms and Appendices, which together will form the D-Link Partner Agreement for participation as Business Partner in the Program. Your participation as Business Partner in the Program may be subject to D-Link's confirmation that you meet the Requirements as further specified in the Specific Terms (Section B) below.
- 1.2. Your participation in the Program as a Business Partner will be governed by these Terms only, regardless of whether you have an D-Link Partner Agreement. However if you also qualify for Silver, Gold, Platinum level, your D-Link Partner Agreement and the Silver, Gold, and Platinum Partner Terms will apply to your participation as such a Strategic Specialist.
- 1.3. Your participation in the Program is valid until Dec 31st of the year for which you qualify for the Program, unless terminated earlier for one of the reasons mentioned here after. D-Link will re-validate your qualifications for participation in the Program in January of each year and as the case may be, confirm in writing your status for the following D-Link Financial Year (January 1st 2018 to December 31st 2018).
- 1.4. You may terminate your participation in the Program at any time on giving written notice to D-Link.
- 1.5. D-Link reserves the right to terminate your participation in the Program with immediate effect on written notice and without indemnity, should you fail to meet any of the Prerequisites set forth above and/or of the Requirements set forth in Section 4 following a written invitation from D-Link to remedy the situation within ten (10) working days.
- 1.6. You may cumulate a Business Partner program membership with a Supplies as a Registered Partner and later grow to Silver/Gold or Platinum status.
- 1.7. Your participation in the program will be terminated if no purchase activity is recorded during a 12 months period. The purchase activity is measured by D-Link through the daily sell-out reporting from D-Link official distributors and identified sub-Distributors.

2. PROGRAM CHANGES AND TERMINATION

- 2.1. D-Link may change the Terms at any time without prior intimation. Changes will be effective thirty (30) days from the date the modified Terms are posted on the D-Link Business Partner Portal.
- 2.2. D-Link reserves the right to terminate the Program at any time subject to ninety (90) days written notice by posting on the D-Link Business Partner Portal or otherwise.

B. SPECIFIC TERMS

3. PROGRAM DESCRIPTION

The Program offers specific benefits to qualified Resellers of D-Link -Products and services who meet high levels of competency and commitment to Customers. You must meet more demanding criteria as you go up the levels: Business Partner to Networking Products Silver and as a result you will be eligible for additional benefits. These terms apply to Business Partners.

4. PROGRAM REQUIREMENTS FOR BUSINESS PARTNERS

You must meet the following requirements ("Requirements").

- 4.1. **Business information:** At the request of D-Link, provide on a periodic basis the requested share of business information.
- 4.2. **D-Link Next Generation Business Partner badge:** Make visible on your company web site and on your marketing material as appropriate, the relevant D-Link Partner Program FY18 badge, for the current D-Link Financial Year (January 1st 2018 to December 31st 2018).
- 4.3. **Company profile:** Complete and maintain an accurate company profile (including contact details) at the request of D-Link.
- 4.4. **D-Link communication:** Accept to receive D-Link Business Partner News and D-Link Business Partner promotional offers.
- 4.5. **Ethical behavior:** Conduct your business with uncompromising integrity and with the highest ethical standards.
- 4.6. **Compliance:**
 - 4.6.1. Refrain from taking any action which would violate and/or cause D-Link to be in violation of the Indian Govt Corrupt Practices Act , or any other applicable anti-corruption law or regulation. By joining this Program, you acknowledge that you will not make any payment or transfer anything of value, offer, promise or give a financial or other advantage or request, agree to receive or accept a financial or other advantage either directly or indirectly to anyone with the intent to obtain or retain business or otherwise gain an improper business advantage.
 - 4.6.2. D-Link Product, Software, and technical data may be subject to Taiwan/India and other applicable export/Import laws. , You agree to comply with all applicable laws and regulations and obtain any required export and import authorizations.
 - 4.6.3. Refrain from selling, leasing or exporting the Products or Support outside the "Territory",.
 - 4.6.4. You must complete and comply with any regulatory compliance programs if and when asked by D-Link.

5. PROGRAM BENEFITS

D-Link will provide you the following Business Partner Program benefits as and when made available by D-Link:

- 5.1. **Special Pricing:** Eligibility to participate in the D-Link Partner End-User Special Negotiated Discount Program,
- 5.2. **D-Link Next Generation Business Partner badge:** Authorization to use the relevant D-Link Partner badge, for the current D-Link Financial Year, subject to the terms and conditions of the FY18 Branding Guidelines, as published on the D-Link Business Partner Portal;
- 5.3. **D-Link Partner Product Promotion Program:** Eligibility to participate;
- 5.4. **D-Link marketing, co-branding and co-marketing materials;** Eligibility to participate;
- 5.5. **Sales tools, priority D-Link Business Partner news, product information, training;**
- 5.6. **D-Link Business Partner Rewards Program** and/or any other D-Link Business Partner incentive program, as defined by D-Link , in eligible territory.
- 5.7. **D-Link Business Partner Portal:** Access to additional content posted in the D-Link Business Partner Portal dedicated to D-Link Business Partners.

6. RESELLER'S RESPONSIBILITIES

- 6.1. You must promptly inform D-Link of any changes in your company, organization or staffing that may prevent you as a Reseller from meeting the Prerequisites or Requirements.
- 6.2. You are responsible for providing and promptly updating information and documentation reasonably requested by D-Link to enable us to evaluate your qualifications for participation in the Program.
- 6.3. You are solely responsible for any commitments you make to your customers and for ensuring customer satisfaction. You will not make any commitments to your customers on behalf of D-Link.
- 6.4. For customer satisfaction purposes, D-Link Partners reselling D-Link Products must do so with correct local accessories, local language manuals and/or software for the country of destination, unless otherwise requested by the Customer. In the event that a Customer is delivered an incorrect Product version in violation of this requirement then D-Link may charge the D-Link Partner the costs associated with correcting the infringement.
- 6.5. Adhere to the D-Link Partner Program FY18 Branding Guidelines as published on the D-Link Business Partner Portal when representing D-Link Products or Services in marketing materials. D-Link may request examples of your collateral to review compliance at any time.
- 6.6. D-Link Supplies Days-of-Inventory obligation: on request you must provide days-of-inventory information for all D-Link supplies product lines in the format provided by D-Link.
- 6.7. D-Link Supplies Anti-Counterfeit obligations: Comply with D-Link's Anti-counterfeit inspections of D-Link supplies as defined in D-Link 's Channel Partner Anti-Counterfeit Audit Guide. In particular, hereby consent to unannounced inspections of all D-Link supplies at facilities used by your company, to be conducted by D-Link or its designees during normal business hours. D-Link also reserves the right to inspect the inventories of products delivered by your company to Customers with their consent, and if counterfeit or non-authorized products are found, D-Link can terminate your participation in the Program. Any D-Link supplies found in your facilities bearing an D-Link logo must be genuine and authorized for sale in the appointed Territory. You will cooperate fully with such inspections and inquiries, as described in D-Link's Channel Partner Anti-Counterfeit Audit Guide as published on the D-Link Business Partner Portal.
- 6.8. D-Link Supplies Value Proposition obligations: You must promote and sell original D-Link Supplies and actively communicate D-Link Supplies value propositions to Customers. In Countries where return and recycling is available this includes promoting D-Link Supplies environmental messaging and its return & recycling program to Customers. www.dlink.com/go/recycle.

7. EXCLUSIONS

- 7.1. A "Managed Retailer" is a Reseller which is also a retailer attended by a D-Link Retail Account Manager in the current D-Link Financial Year.
 - 7.1.1. Managed Retailers are excluded from D-Link Business Partner Program FY18 participation on the basis that they receive an D-Link retail benefits package.

8. GOVERNING LAW AND JURISDICTION

- 8.1. The Terms will be governed by and construed in accordance with the laws of Govt of India and any disputes related to the Program will be of the exclusive jurisdiction of the courts of Mumbai.