

LEXMARK

General Terms and Conditions for Lexmark Promotions (Reseller)

1. General Terms and Conditions

Lexmark Belgium NV, Park Lane D, 3rd floor - Culliganlaan 2, 1831 Diegem ("Lexmark"), conducts from time to time special bonuses, awards and/or other sales rewards programs ("Promotion") applicable to commercial resellers ("Reseller").

These General Terms and Conditions apply to Lexmark Promotions qualifying Reseller to receive bonuses, awards and/or other sales rewards by Lexmark.

2. Special Promotion Terms and Conditions

Specific provisions for the relevant Promotion will be defined in special promotion terms and conditions ("Special Promotion Terms and Conditions") including, but not limited to, the identification of the Promotion products ("Products"), the specification of the period of time, the nomination of the authorised Lexmark wholesalers, and further terms and conditions to receive bonuses, awards and/or other sales rewards by Lexmark in accordance with the relevant Promotion.

Bonuses, awards and/or other sales rewards may be regarded as benefit in money's worth and be subject to taxation.

Lexmark recommends that Reseller engage tax consultation, if necessary.

3. Distribution Process, Sales qualifying for bonuses, awards and other sales rewards

In order for a sale of Product to qualify for bonuses, awards and/or other sales rewards, the following conditions apply (cumulatively):

1) Reseller purchased Products only from authorised Lexmark wholesaler(s) or – if Reseller is registered as authorised Lexmark partner by means of a Lexmark distribution agreement – directly from Lexmark.

2) Products are announced as generally available for sale by Lexmark.

3) Products are invoiced by wholesaler to Reseller or - if Reseller is registered as authorised Lexmark Partner by means of a Lexmark distribution agreement – directly by Lexmark to Reseller.

4) Reseller demonstrates the purchase of Products by means of presenting a copy of the relevant purchase invoice to Lexmark. However, Lexmark reserves the right to ask for the presentation of the original of the relevant purchase invoice.

4. Exclusions

Unless otherwise stated in the Special Promotion Terms and Conditions of each Promotion, Promotion shall not cumulate with other promotions and/or price discounts subject to limitations in terms of time, quantity or type of product .

In no event shall Promotions apply to demonstration products.

If a Promotion requires the sale of Products to end customers, Reseller shall not resell Promotion Products to other commercial resellers.

5. Application for Promotion

Unless otherwise defined in the Special Promotion Terms and Conditions, Reseller shall complete and submit the application form for the relevant Promotion provided by Lexmark at the latest on the date stated in the Special Promotion Terms and Conditions (exclusion period). Application forms which are improperly completed, incomplete or delayed in receipt will not be accepted by Lexmark.

6. Documentation, Audits, Claims for Repayment

Bonuses, awards and/or other sales rewards will be granted under the condition that Reseller fulfils the terms and conditions as set out in the General Terms and Conditions for Promotions and the Special Promotion Terms and Conditions applicable to the relevant Promotion. Reseller shall bear the burden of proving that Reseller is entitled to claim bonuses, awards and/or other sales rewards.

Reseller shall document and retain any information related to the award of bonuses, awards and/or other sales rewards. Lexmark reserves the right to audit the full documentation of the relevant Promotion transaction of a Reseller based upon the documentation required to be held available by Reseller. Audits shall be limited to the twoyear period preceding the date on which notification of the audit is given to the Reseller. Lexmark shall provide the Reseller with at least two weeks' prior written notice of the beginning of any audit. Lexmark shall notify the Reseller of the audit results in writing.

The audit of the related Promotion documentation shall, at Lexmark's choice, be held on the premises of the Reseller, of Lexmark, or at Lexmark's agent. If the audit is held outside Reseller's premises,

Reseller shall at its own cost transmit all copies of all required documentation to Lexmark or a Lexmark agent as may be designated by Lexmark.

Reseller shall lose any claim to receive bonuses, awards and/or other sales rewards and, if applicable, shall be required to repay any previously awarded bonuses, awards and/or other sales rewards, if Reseller is unable to submit the required documentation, or if there are - prior to or after submission of the documentation -- specific indications seriously calling into question the correctness of the submitted documentation or any part thereof, unless Reseller is able to furnish other proof of entitlement to bonuses, awards and/or other sales rewards (misuse).

7. Miscellaneous

In the event of any conflict between Special Promotion Terms and Conditions of the relevant Promotion and these General Terms and Conditions for Lexmark Promotions, Special Promotion Terms and Conditions of the relevant Promotion shall take precedence.

The Reseller consents to the storage and processing of any data received by Lexmark in the course of its business relationship with Reseller, to the extent necessary for the performance of the business.

Lexmark reserves the right to terminate or enhance the Promotion or modify any provisions of these General Terms and Conditions. Reseller shall be deemed to have accepted the new General Terms and Conditions, unless stated otherwise in writing within one (1) week of the Lexmark's notice in this respect. There is no claim of Reseller to participate at Lexmark Promotions to receive bonuses, awards and/or other sales rewards by Lexmark.

Reseller shall neither assign nor pledge or otherwise transfer any rights or obligations arising from the participation of the Promotion, except with the prior written consent of Lexmark.

These General Terms and Conditions shall be governed by the laws of Belgium , with the exception of the UN

Convention on Contracts for the International Sale of Goods.

Any disputes arising between the parties shall be heard and resolved exclusively by the local competent commercial courts.

Lexmark, May 2007