

Lexmark International (Singapore)Pte Ltd      Sales Rep: Aries Cheong  
238A Thomson Road #13-01/05  
Novena Square Tower A  
Singapore 307684  
Singapore

EWIS Peripherals (Pvt) Ltd  
142 Yathama Building  
Colombo 3

Approval Date: 01/07/2021

300  
Sri Lanka

Re: Project Quotation Letter no. QT20-030897/QUO-36823-Y0M0L4

Dear **EWIS Peripherals (Pvt) Ltd,**

We are glad to confirm to you with this Quotation Letter the following terms and conditions subject to which you claim rebate for Lexmark Products listed below (hereinafter "**Products**") for resale exclusively to the end customer named below (the sale of the Products under the terms and conditions of this Quotation Letter being the "**Project**").

Lexmark approves the special pricing to **EWIS Peripherals (Pvt) Ltd** for sale to for re-sale to **E.W. BALASURIYA AND COMPANY (PRVATE) LIMITED**

**End Customer Information**

E.W. BALASURIYA AND COMPANY (PRVATE) LIMITED  
No 7/2 ,  
Kandy, COLOMBO null  
Sri Lanka

**Period of validity**

These terms and conditions under this Quotation Letter are effective from **01/06/2021** until **12/31/2021**.

**Product portfolio and Project Prices/Rebates in stated currency**

Product Part No	Description	Quantity	Unit Price(USD)
54G0H00	MS911 Black CRTG	15	135

Project Prices/Project Rebates are granted to the person or entity purchasing the Product from Lexmark for a Project.

All Prices/Rebates shown are net prices exclusive of applicable VAT, taxes, copyright levies and other Product related public fees and levies.

Project Prices/Rebates cannot be combined with any other special prices or promotions.

Lexmark’s regular terms and conditions concerning drop shipments and full pallet ordering quantities apply to this special bid.

Rebate to be provided via credit to the distributor upon proof of sale to for **E.W. BALASURIYA AND COMPANY (PRVATE) LIMITED**.

Any channel prices (for Consumables) or list prices (for Lexmark printer devices, features, options and extended Guarantees) referenced above relate to channel prices and/or list prices applicable at the date of shipment of a Product.

**For Hardware:**

During the term of this agreement, if Lexmark should increase their standard distributor prices, you will continue to receive the rebate described above for sales to **EWIS Peripherals (Pvt) Ltd** for resale to **E.W. BALASURIYA AND COMPANY (PRVATE) LIMITED**. However, if Lexmark should decrease the standard distributor prices on the products listed above, the rebate will be adjusted accordingly.

**For Supplies:**

During the course of this agreement, if Lexmark should increase the standard distribution prices, your rebate will be adjusted – provided you made a purchase at the higher price. If Lexmark should decrease the standard distributor prices on the products listed above, the rebate will be adjusted accordingly.

**Condition precedent**

The specific terms and conditions under this Quotation Letter are subject to the condition precedent that within 60 (sixty) days of the date of this Quotation Letter and the specified authorized distributor shall have received your initial order.

**Miscellaneous**

The terms and conditions of this Quotation Letter are granted by Lexmark to you. The Project Prices/Rebates are granted by Lexmark to the 1st tier purchaser exclusively for the Products. Project

Prices/Rebates and Project-specific terms and conditions shall be valid only for the Project defined in Product Portfolio section and for internal use only.

Sale of the Products to a purchaser other than the end customer defined in this letter and a breach of any other terms and conditions of this Quotation Letter shall be considered misuse.

Lexmark reserves the right to change or modify Product specifications, discontinue Products, or to announce new or replacement Products at any time at its sole discretion, and without that any liability of Lexmark towards you arises out of this change or modification. In this case Lexmark will propose to you another Product with equivalent or better specifications than the prior Product.

### **Credit Requests**

#### **For Hardware:**

To request the rebate, **EWIS Peripherals (Pvt) Ltd** must provide proof of sales to Lexmark. Proof of sales is defined as a dealer invoice containing the dealer name, dealer contact, end-user customer name, invoice number, Lexmark part number, quantity, ship date and serial numbers or a mutually agreed to alternative (EDI Data). Credit request should include the name of the individual authorized to receive notification of the rebate and the contact information where the notification is to be sent.

Requests for rebates greater than six (6) months old may not be accepted and any claims for money due after are expressly waived.

#### **For Supplies:**

To qualify for a rebate, **EWIS Peripherals (Pvt) Ltd** must provide proof of sale to Lexmark. Proof of sale is defined as an invoice containing the dealer name, dealer contact, end-user customer name, invoice number, Lexmark part number, quantity, and ship date or a mutually agreed to alternative (EDI Data). Credit request should include the name of the individual authorized to receive notification of the rebate and the contact information where the notification is to be sent.

Requests for rebates greater than six (6) months old may not be accepted and any claims for money due after are expressly waived.

### **Loyalty Requirement**

An express condition of the pricing described herein is that you agree that for the entirety of the Period of validity (set forth above), you will supply only Lexmark-branded supplies and service parts to the end-user. At no time during the term of this Agreement will you offer to sell, sell or otherwise supply or market cartridges for use in Lexmark devices that are remanufactured using Lexmark Return Program cartridges. You indicate your acceptance of this and all other terms and conditions set forth herein by submitting a request for rebate hereunder.

**Special Terms & Conditions**