



Lexmark International (Singapore)Pte Ltd  
238A Thomson Road #13-01/05  
Novena Square Tower A

Sales Rep: Winnie Wong

EWIS Peripherals (Pvt) Ltd  
142 Yathama Building  
Colombo 3

Approval Date: 09/26/2022

300  
Sri Lanka

Re: Project Quotation Letter no. QT22-054017/QUO-61833-K7N7D7

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 **John Keells Holdings PLC**

**End Customer Information**

John Keells Holdings PLC  
No. 117  
Colombo 02  
Sri Lanka

**Period of validity**

These terms and conditions under this Quotation Letter are effective from **09/26/2022** until **12/31/2022**.

**Product portfolio and Project Rebates in stated currency are eligible for you to claim subject to the following requirement:**

<b>Product Part No</b>	<b>Description</b>	<b>Quantity</b>	<b>Project Rebate(USD)</b>
3070166	Lxk Frm 23/4/5xx+ Blk 4M Character Rib	550	7.5
50F3H0E	Lxk MS/MX3/4/5/61x Corp 5K Crtg	1500	55
62D3H0E	Lxk MX71x/81x Corp 25K Crtg	150	75
E260A11P	Lxk E260,360,460,462 Rtn 3.5K Crtg	100	45

Project Rebates are granted to the person or entity purchasing the Product from Lexmark for a Project (you or an authorized distributor for Hardware and Parts).

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

Project 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.

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.

Rebate to be provided via credit to the distributor upon proof of sale to for **John Keells Holdings PLC**.

**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

- (a) either your initial order for this Project shall have been received by Lexmark, or,
- (b) if the products are ordered from an authorized distributor (Hardware and Parts), the distributor shall have received your initial order.

### **Miscellaneous**

The terms and conditions of this Quotation Letter are granted by Lexmark to you. Project Prices and Project-specific terms and conditions shall be valid only for the Project defined above and for the end customer's internal use only. End customer as defined above is the end customer and any of its affiliates which are subject to the common direction and control (51% and more share or ownership) of end customer unless otherwise provided in this Quotation Letter. Any sale of the Products to any other purchaser than the end customer as defined in Section 1 herein and any other breach of the terms and conditions of this Quotation Letter shall be considered misuse.

Lexmark reserves the right to withdraw the offer and recover any price discounts/rebates subject to any violation of above terms and conditions.

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 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).

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.

For Lexmark Return Program cartridges, Reseller is responsible to review with **John Keells Holdings PLC** the terms covering the purchase of licensed Lexmark Return Program cartridges. The licensed cartridges are sold at a special price in exchange for the customer's agreement to use the cartridge only once and return it only to Lexmark for remanufacturing or recycling. Customers may utilize the Lexmark container program or the prepaid shipping labels (either supplied with each cartridge or printed from the website) to return the cartridges free of charge only to Lexmark. Regular cartridges without these terms are available.

Lexmark and you both understand that empty Unison Contract or remanufactured cartridges from Lexmark are also required to be returned to Lexmark. Lexmark understands that some empty cartridges will not be returned, despite your best efforts to do so. You agree to return all empty part numbers listed above, that you collect to Lexmark.

You are responsible to ensure that **John Keells Holdings PLC** complies with the terms of this program and that best efforts are made to return all cartridges shipped to Lexmark. Should this not happen, Lexmark may require you to provide an action plan to increase the return rate.

### **Special Terms & Conditions**