Epson Partner Programme
Benefits Document

For: PRINTONE TRADING LLC
Account Number: 0000376429

Valid from 01/04/2025 to 31/03/2026 (the 'Period')
Each table of the benefit document that displays the Financial Support Benefits includes the applicable validity period

1. Introduction

1.1 This document defines the Benefits that **Epson Middle East FZCO** ("**Epson**") offers to you for your participation in the following Partner Programmes:

Channel Program	Valid From	Valid To	Partner Level
Business Imaging (Silver)	01/10/2025	31/03/2026	

They replace any benefits previously advised or offered to you under the Programme or under any previous programme, scheme or arrangement.

1.2 You do not have to agree, accept or sign this document to receive the benefits offered. The conditions attached to the offered benefits are not obligations on you and non-compliance with them is not a breach of a contract. You remain free to operate your business without complying with them, but you would not then receive any benefits.

1.3 Some partner benefits may depend on your 'Partner level', which reflects the characteristics you have as a Reseller of Epson products - your business model, the focus you have on the sale of Epson products and the services and facilities you are able to offer your customers. These characteristics have been assessed by Epson to determine your 'Partner level' within each partner Programme.

2. Partner Benefits

2.1 One of the most fundamental Benefits offered to you by Epson as a participant in the Programme is the right to describe yourself to your customers and to the wider marketplace as an 'Epson Authorised Partner'

2.2 Financial Support Benefits as described in detail in Schedule 1.

2.3 All the Benefits offered in this document are conditional upon you complying at all times with the overriding conditions in Schedule 2. If those conditions are not complied with, or cease to be complied with, you have no continuing right to assert any status as an Epson Partner, all of the Benefits offered will no longer be available and any Benefits already being provided and enjoyed will be discontinued.

3. ‘Quotation’ pricing support

3.1 In addition to Benefits provided under the Programme, Epson may, from time to time, provide ‘Quotation’ pricing support, to assist you in making sales to particular end-user customers. The Financial Support benefits described in Schedule 1 are not available for purchases for which Quotation pricing support is provided, unless this is specified in the particular Quotation given to you.

3.2 ‘Quotation’ pricing support is available only subject to the conditions attached to it.
These include requirements that:
a) it is to be used only for the purpose it is given;
b) it is to be passed on in full to the end customer;
c) you are to provide full information to Epson on request about the transactions concerned; and that
d) you permit Epson to have access to your records to audit compliance with the conditions.

4. Changes

4.1 Epson expects this document to apply for the whole of the Period but reserves the right to make changes to it during the Period. Changes will not be retrospective but will be advised to you, by e-mail and in the Portal, before the start of the quarter in which they are to first take effect. This document applies only for the ‘Period’; a new Benefit Document will be issued for the following period.

4.2 Your Partner level(s) will be re-assessed from time to time. Any changes to your level(s) and associated benefits will normally be applied in the next quarter. However, if there is a substantial change in your business model and activities which Epson considers invalidates your classification as a Reseller committed to the promotion and sale of Epson products your benefits will reduce to the new, lower, level from the beginning of the following month.

5. Termination and Withdrawal from the Programme

5.1 You are free to withdraw from the Programme at any time. There is no contract to terminate and no requirement for any formal notification by you. Epson does however request that you advise Epson if you no longer wish to participate in the Programme.

5.2 Epson may withdraw the offer of benefits to you, including the offer to participate in the Programme as an Epson Partner, at any time by giving notice to you at least 28 days before the end of a quarter. Any rebates due to you for the final quarter of your Participation will be paid in the usual way after the end of that quarter even though this is after your Participation has ended.

5.3 Epson may at any time immediately end your participation in the Programme, and withdraw the offer and availability of all Benefits by giving notice to you if:
a) you persistently fail to comply with the overriding conditions in Schedule 2; or
b) you are insolvent or are in liquidation, receivership, administration or any similar legal process or if you have ceased to actively market and sell Epson products.

You will not be eligible to receive any benefits in respect of a quarter during which your participation is ended under this paragraph. When your participation ends you will immediately cease to have any rights granted to you as a Participant (including in particular the rights to identify yourself as a participant in the Programme and to use Epson logos).

5.4 Epson may close or suspend the Programme in whole or in part from the end of any quarter by announcing this on the Epson Partner Portal at least 28 days before the end of that quarter. Epson will also seek to advise all affected Participants of this by e-mail before the end of that quarter but a failure to send an-email to you or any other Participant shall not affect the announced closure or suspension or give you any rights or remedies arising from it.

Schedule 1: Financial Support benefits

The Financial Support benefits are not provided as a reward for any services provided by you to Epson but are based on what you buy and on the characteristics you have as a Reseller.

Volume Rebate

Epson will pay rebate(s) to you each Qualifying Quarter calculated on your Qualifying Purchases and dependent on your achievement of the relevant target(s). The rebate(s) may also be conditional on achieving other dependent targets, if so, this will be detailed below.

The Epson Material Pricing Groups (MPGs) for which targets are set and the MPGs on which rebates are paid (your 'Supported Products') are shown in the table below.
(Note: Target MPGs may differ from 'Supported Product' MPGs)

Business Imaging (Silver)		
Supplies		
Validity: 01/10/2025 - 31/03/2026		Accelerator Supplies Focus
Target MPG List	Period	Value
Printing Business (3N,3O,3Q)	YR	$ 10,000.00
Reward MPG List		Reward
Printing Business (3N,3O,3Q)		1.00%
Hardware & Supplies		
Validity: 01/10/2025 - 31/03/2026		Base Revenue Target
Target MPG List	Period	Value
Document scanners (7A,7B) Printing Business (3A,3B,3C,3D,3G,3N,3O,3Q) Warranty extension (BC,BR)	YR	$ 10,000.00
Reward MPG List		Reward
Document scanners (7A,7B) Printing Business (3A,3B,3C,3D,3G,3N,3O,3Q) Warranty extension (BC,BR)		1.00%
Hardware		
Validity: 01/10/2025 - 31/03/2026		Accelerator LIJ Focus
Target MPG List	Period	Value
Printing Business (3A,3B)	YR	$ 10,000.00
Reward MPG List		Reward
Printing Business (3A,3B)		1.00%

The amount of your rebate(s) will be calculated based on your Qualifying purchases.

Your rebate(s) will be calculated quarterly and will be paid directly by Epson by bank transfer following the end of each quarter or paid to you via a designated Epson Distributor. It is expected that payment will be made within 6 weeks of the end of the quarter, provided all necessary information has been promptly received from you and the Authorised Distributors from whom you make purchases. If any rebate due is less than USD 250 payment, it will be deferred until the aggregate of amounts due to you is greater than USD 250.

All calculations made by Epson will be made according to the figures of Qualifying Purchases provided to Epson by Authorised Epson Distributors (unless there are obvious errors in these). It is your responsibility to make sure that the companies you buy from are Authorised Epson Distributors.

If you disagree with any of the figures provided of your Qualifying Purchases it is for you to discuss this with the Authorised Epson Distributor concerned. Epson will not pursue enquiries, investigations or negotiations on your behalf and will change its calculations only if advised before it makes payments of a valid change in Qualifying Purchases by the Authorised Epson Distributor. Epson will provide particulars in the Portal of your Qualifying Purchases for the previous month.

It is a condition of receiving any rebate that:

a) you permit Epson, or its appointed contractor, to audit your 'Qualifying Purchases' and your sales of Epson products from time to time and permit Epson, to examine all records necessary for this purpose and to have access to your premises, books and computer systems for this purpose.
b) between the start of the period for which the rebate is payable and the date of its payment you have not been in breach of any other contract(s) you might have with Epson or the conditions applicable to special Quotation pricing; and
c) at the date when payment of a rebate is due to be made you continue to be actively trading in the normal course of business in Epson products and are not in administration, receivership, liquidation or the subject of any other similar process.

The maximum amount of ‘Rebate’ which may be earned by you in the ‘Period’ is USD 100,000.

VAT

In most countries and circumstances the payment of rebates described in this document does not give rise to any requirement for you to charge VAT (or apply other sales tax) on the amounts you receive from Epson. This is because you will not be supplying any taxable goods or services to Epson. In these circumstances the rebates you receive will represent an effective reduction in the purchase price payable by you to Authorised Distributors for products you purchase. However, if in some countries the appropriate authorities require that VAT (or other tax) is chargeable by you on the amounts you receive and in these cases a valid tax invoice will be required. Also, in some countries, Epson is required to account for the payments made to you as an expense rather than as a reduction in its sales revenue. If either of these circumstances apply, it is a condition of you receiving the rebates that (where this is permitted) you give the necessary authorisation to Epson to self-bill. The required form of that necessary authorisation will be advised to you by Epson when applicable. Any additional amount payable in respect of VAT or other sales tax will be paid by Epson with your rebate payment.

Schedule 2: Overriding Conditions and Interpretation

1. Overriding Conditions

As stated in paragraph 2.3, the benefits offered to you by Epson in this document, are conditional upon you complying at all times with the overriding conditions in this Schedule. If these conditions are not complied with or cease to be complied with you have no continuing right to assert any status as an Epson Partner, all of the Benefits offered will no longer be available and any Benefits already being provided and enjoyed will be discontinued.

- You are, and continue to be, a Reseller of Epson products (selling products to end-users) rather than a business selling sale of products to other entities purchasing for the purpose of resale.
- You purchase Epson products directly from one or more of Epson's Authorised distributors.
- The information you provide to Epson about you, or about sales made by you, from time to time is accurate.
- Any use you make of your status as an Epson Authorised Partner, of the 'Epson Partner' logo or of the Epson name, Epson brand, logos and trademarks is made in accordance with any guidelines issued to you by Epson. Epson may require you to display the EPSON logo in a specific way and to comply with additional requirements as to the way you may or may not provide for an Internet link to official Epson websites. You may not register an internet domain which contains the name 'Epson' as a component or use a domain name which might indicate to a third party that an Epson Company is, or could be, the owner of the domain.
- You have not done anything which damages the image, reputation, goodwill, etc. of any Epson Company, the Seiko Epson Corporation or of the EPSON brand and trademarks and have not used the EPSON trademark or any other Epson trademarks in any context other than on and in relation to the Epson Products supplied to you by any Epson Authorised distributor.
- You have not given the impression on your website(s) that you are an Epson Company, have not represented yourself as an agent for Epson or as having any right or power to commit Epson to any course of action. You may not register an internet domain which contains the name 'Epson' as a component or use a domain name which might indicate to a third party that an Epson Company is, or could be, the owner of the domain.
- You have complied fully with legal and other regulatory requirements including, in particular, those concerning the advertising of Epson products and data protection laws in respect of data gathered for Epson or about persons purchasing Epson products and those concerned with the prohibition of bribery or other forms of corruption.
- You conduct any online sales of Epson products in a way which actively promotes Epson products and do not use the Epson name in order to assist with the sale of competing products or services. In particular that any compatible consumable products which you sell through your site have not been featured on the same webpage as Epson products.
- When offering any online payment methods for Epson products you offer a range of payment alternatives, ensure they are secure and that the operation of these and any other aspects of your site must avoid the possibility of any embarrassment to Epson.
- You collaborate with Epson to enable Epson to better understand the markets into which its products are sold and to help form its marketing strategies. In particular that you have, when requested to do so by Epson, provided to Epson, information reasonably required by Epson concerning the sales made by you of Epson products.
- You provide market intelligence to Epson concerning any offers of products received or seen by you where the source, nature or circumstances of the offer gives rise to a reasonable suspicion that the goods may be counterfeit or otherwise in breach of any Epson trademark or other intellectual property rights of the Epson Group.

2. Interpretation

In this document:

- 'you' refers to a Reseller who has been invited by Epson to participate in the Programme and who has confirmed in the Epson Partner Portal that it wishes to participate.
- The 'Portal' is the Epson Partner Portal within the Epson website.
- 'Epson' means **Epson Middle East FZCO** ("**Epson**") who invited you to join the Programme. 'EPSON' is a trademarked brand name owned by Seiko Epson Corporation of Japan and used by Epson companies.
- A 'Reseller' is any company, person or other legal entity ('entity') purchasing Epson products from authorised Epson distributors and reselling them to end-users of those products. Depending on country or market sector a Reseller may be commonly referred to as a dealer, reseller or retailer. 'Reseller' does not include an entity whose main business is the sale of products to other entities purchasing Epson products for the purpose of resale or for their incorporation in whole or in part into other products.
- 'Quarter' refers to an Epson trading quarter: April-June, July-September, October-December, and January-March. The Epson trading year runs from April to March.
- 'Qualifying Quarter' means a quarter period that lies within the validity period for that rebate.
- 'Supported products' are defined by reference to Epson's Material Pricing Groups ('MPGs'). The products within each MPG, and their 'Base Price', are shown in Epson's Price List (which you can view in the Epson Partner Portal). Epson may vary the products contained within an MPG and their Base Price(s) at any time.
- 'Net Purchases' means the aggregate of prices paid by you (net of VAT) as advised to us by Authorised Epson Distributors. Epson may adjust these figures if it appears to Epson that the advised prices are not a bona fide statement of the net amounts paid by you for EPSON products after allowing for discounts, rebates or other price adjustments.
- 'Qualifying Purchases' are 'Net Purchases' of 'Supported Products' supplied by Authorised Epson Distributors.
- 'Indirect' refers to an entity purchasing Epson products from distributors and not directly from an Epson company.
- References to you as a 'Partner' in this document or otherwise in connection with the Programme are not intended to create or indicate any legal relationship of partnership between you and Epson. Partner is used simply to indicate a collaborative commercial relationship between you and Epson.
- A 'Notice' to be given to you by Epson will be given by sending an e-mail to the e-mail address advised by you as your primary administrative contact for the Programme.

This document was prepared in English by Epson for use by Epson with Resellers across the Middle East, Türkiye, Africa and Central and West Asia (META-CW Asia) region. Any translation into any other language is for convenience only and is not intended to affect the interpretation of the original English document. The English language texts are the definitive version and are to be interpreted according to English law.

Category	MPG	MPG Name
Document scanners	7A	Volume scanners
Document scanners	7B	Value scanners
Printing Business	3A	LIJ HW A4
Printing Business	3B	LIJ HW A3
Printing Business	3C	RIPS A4
Printing Business	3D	RIPS A3
Printing Business	3G	BIJ Pro
Printing Business	3N	Ink A4
Printing Business	3O	Ink A3
Printing Business	3Q	BIJ Pro Ink
Warranty extension	BC	OP CoverPlus
Warranty extension	BR	WF Pro CoverPlus