



Golden Offers
Fast Track Q2FY18
EMEAR Region 2 Tier

VERSION NUMBER: 2

To: Cisco Systems distributors in Europe, the Middle East and Africa and Russia area

From: Cisco Systems

Term of validity: From **The Promotion commences on 29th October, 2017 and continues until 27th January, 2018 (the "Term")**, unless terminated sooner by Cisco

IMPORTANT NOTICE: BY PARTICIPATING IN THIS PROMOTION, YOUR COMPANY HAS ACKNOWLEDGED, UNDERSTOOD AND ACCEPTED ANY AND ALL TERMS AND CONDITIONS, AS STATED IN THIS DOCUMENT (AS MAY BE UPDATED FROM TIME TO TIME BY CISCO). FOR THE REMAINDER, YOUR CISCO AGREEMENT REMAINS IN FULL FORCE AND EFFECT AND APPLICABLE TO YOUR PARTICIPATION IN THIS PROMOTION. IF THERE IS A CONFLICT BETWEEN THESE TERMS AND CONDITIONS AND YOUR CISCO AGREEMENT, THESE TERMS AND CONDITIONS SHALL TAKE PRECEDENCE WITH RESPECT TO THIS PROMOTION.

Promotion Codes by Territory

- 1. Europe/EEA, Israel and Switzerland PROMO CODE: PP-Gold-170729-01265**
- 2. Emerging (excluding EEA), Middle East & Africa PROMO CODE: PP-Gold-170729-01264**
- 3. Russia DDP PROMO CODE: PP-Gold-170729-01268**

Introduction and overview

The Golden Offers Fast Track Promotion is designed to promote a range of products on selected series from our Cisco Small Business Routers to Cisco RV Routers. The promotion is offered to our distribution partners.

These flat discounts cannot be combined with Select, Premier or Gold discounts and they can NOT be combined/stacked with any other promotions, discounts or credits offered by Cisco with the exception of VIP if eligible.

This Golden Offers Fast Track discount is only available during the promotion period, and will be removed from deals when the promotion period ends.

If you have any questions, please contact program owner Sayuri Sato (sasato@cisco.com)

Details and scope of the promotion

The products eligible for this promotion are listed below ("the Products"). No other Cisco products are eligible. The promotional discount, which shall be paid in the format of a rebate subject to the standard as well as any special terms and conditions in this document, shall be per Product and against then-current Cisco Global Price List or GPL. The products need to be sold as per the bundles described below.

Target audience	Authorized Distributors
Geographic scope	EMEAR
Eligibility:	Registered Partners and above
Participation	Distribution
Requestor/ Initiator	Distributor
Cisco Contact person	sasato@cisco.com

Eligible Products

1. Europe/EEA, Israel and Switzerland PROMO CODE: PP-Gold-170729-01265
 2. Emerging (excluding EEA), Middle East & Africa PROMO CODE: PP-Gold-170729-01264

Line Item Type	Item	Description
Part Number	SG550X-24MP-K9-UK	Cisco SG550X-24MP 24-port Gigabit PoE Stackable Switch
Part Number	RV345P-K9-G5	Cisco RV345P Dual WAN Gigabit VPN Router
Part Number	RV345-K9-G5	Cisco RV345 Dual WAN Gigabit VPN Router
Part Number	WAP371-E-K9	Dual Radio 802.11ac Access Point with PoE (ETSI)
Part Number	RV130-K9-G5	Cisco RV130 VPN Router
Part Number	RV130W-E-K9-G5	Cisco RV130 Multifunction Wireless-N VPN Router
Part Number	RV320-K9-G5	Cisco RV320 Dual Gigabit WAN VPN Router
Part Number	RV340-K9-G5	Cisco RV340 Dual WAN Gigabit VPN Router
Part Number	SG110-24-EU	SG110-24 24-Port Gigabit Switch
Part Number	SG110-24-UK	SG110-24 24-Port Gigabit Switch
Part Number	SG110-24HP-EU	SG110-24HP 24-Port PoE Gigabit Switch
Part Number	SG110-24HP-UK	SG110-24HP 24-Port PoE Gigabit Switch
Part Number	SG200-10FP-EU	10-port Gigabit Smart Switch, PoE
Part Number	SG200-10FP-UK	10-port Gigabit Smart Switch, PoE
Part Number	SG300-10MPP-K9-EU	SG300-10MPP 10-port Gigabit Max PoE+ Managed Switch
Part Number	SG300-10MPP-K9-UK	SG300-10MPP 10-port Gigabit Max PoE+ Managed Switch
Part Number	SG300-10PP-K9-EU	SG300-10PP 10-port Gigabit PoE+ Managed Switch
Part Number	SG300-10PP-K9-UK	SG300-10PP 10-port Gigabit PoE+ Managed Switch
Part Number	SG300-10SFP-K9-EU	SG 300-10 10-port Gigabit Managed SFP Switch (8 SFP + 2 Comb)
Part Number	SG300-10SFP-K9-UK	SG 300-10 10-port Gigabit Managed SFP Switch (8 SFP + 2 Comb)
Part Number	SG300-28MP-K9-EU	SG300-28MP 28-port Gigabit Max-PoE Managed Switch
Part Number	SG300-28MP-K9-UK	SG300-28MP 28-port Gigabit Max-PoE Managed Switch
Part Number	SG300-28PP-K9-EU	SG300-28PP 28-port Gigabit PoE+ Managed Switch
Part Number	SG300-28PP-K9-UK	SG300-28PP 28-port Gigabit PoE+ Managed Switch
Part Number	SG300-28SFP-K9-EU	SG300-28SFP 28-port Gigabit SFP Managed Switch
Part Number	SG300-28SFP-K9-UK	SG300-28SFP 28-port Gigabit SFP Managed Switch
Part Number	SG300-52P-K9-EU	SG 300-52P 52-port Gigabit PoE Managed Switch
Part Number	SG300-52P-K9-UK	SG 300-52P 52-port Gigabit PoE Managed Switch
Part Number	SG350XG-2F10-K9-EU	Cisco SG350XG-2F10 12-port 10GBase-T Stackable Switch
Part Number	SG350XG-2F10-K9-UK	Cisco SG350XG-2F10 12-port 10GBase-T Stackable Switch
Part Number	SG500-28-K9-G5	Cisco SG500-28 28-port Gigabit Stackable Managed Switch
Part Number	SG500-28MPP-K9-G5	SG500-28MPP 28-port Gigabit Max PoE+ Stackable Managed Switc
Part Number	SG500-28P-K9-G5	Cisco SG500-28P 28-port Gigabit POE Stackable Managed Switch
Part Number	SG500-52-K9-G5	Cisco SG500-52 52-port Gigabit Stackable Managed Switch
Part Number	SG500-52MP-K9-G5	SG500-52MP 52-port Gigabit Max PoE+ Stackable Managed Switch
Part Number	SG500-52P-K9-G5	Cisco SG500-52P 52-port Gigabit POE Stackable Managed Switch
Part Number	SG550XG-8F8T-K9-EU	Cisco SG550XG-8F8T 16-Port 10G Stackable Managed Switch
Part Number	SG550XG-8F8T-K9-UK	Cisco SG550XG-8F8T 16-Port 10G Stackable Managed Switch
Part Number	SLM2008T-EU	SG 200-08 8-port Gigabit Smart Switch
Part Number	SLM2008T-UK	SG200-08 8-port Gigabit Smart Switch
Part Number	SLM2016T-EU	SG 200-18 18-port Gigabit Smart Switch
Part Number	SLM2016T-UK	SG200-18 18-port Gigabit Smart Switch
Part Number	SLM2024PT-EU	SG200-26P 26-port Gigabit PoE Smart Switch

Part Number	SLM2024PT-UK	SG 200-26P 26-port Gigabit PoE Smart Switch
Part Number	SLM2024T-EU	SG200-26 26-port Gigabit Smart Switch
Part Number	SLM2024T-UK	SG200-26 26-port Gigabit Smart Switch
Part Number	SRW2008-K9-G5	SG 300-10 10-port Gigabit Managed Switch
Part Number	SRW2016-K9-EU	SG 300-20 20-port Gigabit Managed Switch
Part Number	SRW2016-K9-UK	SG 300-20 20-port Gigabit Managed Switch
Part Number	SRW2024-K9-EU	SG300-28 28-port Gigabit Managed Switch
Part Number	SRW2024-K9-UK	SG 300-28 28-port Gigabit Managed Switch
Part Number	SRW2048-K9-EU	SG300-52 52-port Gigabit Managed Switch
Part Number	SRW2048-K9-UK	SG 300-52 52-port Gigabit Managed Switch
Part Number	WAP121-E-K9-G5	Single Radio 802.11n Access Point w/PoE (EU)
Part Number	WAP150-E-K9-EU	Wireless-AC/N Dual Radio Access Point with PoE
Part Number	WAP150-E-K9-UK	Wireless-AC/N Dual Radio Access Point with PoE
Part Number	RV110W-E-G5-K9	Cisco RV110W Wireless N VPN Firewall
Part Number	WAP571-E-K9	Wireless-AC/N Premium Dual Radio Access Point with PoE (EU)
Part Number	WAP581-E-K9	Wireless-AC/N Premium Dual Radio Access Point with PoE (EU)
Part Number	SG550X-24MP-K9-EU	Cisco SG550X-24MP 24-port Gigabit PoE Stackable Switch

3. Russia DDP PROMO CODE: PP-Gold-170729-01268

Line Item Type	Item	Description
Part Number	WAP121-E-K9-G5	Single Radio 802.11n Access Point w/PoE (EU)
Part Number	SG110-24-EU	SG110-24 24-Port Gigabit Switch
Part Number	SG110-24HP-EU	SG110-24HP 24-Port PoE Gigabit Switch
Part Number	SG200-10FP-EU	10-port Gigabit Smart Switch, PoE
Part Number	SG300-10MPP-K9-EU	SG300-10MPP 10-port Gigabit Max PoE+ Managed Switch
Part Number	SG300-10PP-K9-EU	SG300-10PP 10-port Gigabit PoE+ Managed Switch
Part Number	SG300-10SFP-K9-EU	SG 300-10 10-port Gigabit Managed SFP Switch (8 SFP + 2 Comb
Part Number	SG300-28MP-K9-EU	SG300-28MP 28-port Gigabit Max-PoE Managed Switch
Part Number	SG300-28PP-K9-EU	SG300-28PP 28-port Gigabit PoE+ Managed Switch
Part Number	SG300-28SFP-K9-EU	SG300-28SFP 28-port Gigabit SFP Managed Switch
Part Number	SG300-52P-K9-EU	SG 300-52P 52-port Gigabit PoE Managed Switch
Part Number	SG350XG-2F10-K9-EU	Cisco SG350XG-2F10 12-port 10GBase-T Stackable Switch
Part Number	SG500-28-K9-G5	Cisco SG500-28 28-port Gigabit Stackable Managed Switch
Part Number	SG500-28MPP-K9-G5	SG500-28MPP 28-port Gigabit Max PoE+ Stackable Managed Switc
Part Number	SG500-28P-K9-G5	Cisco SG500-28P 28-port Gigabit POE Stackable Managed Switch
Part Number	SG500-52-K9-G5	Cisco SG500-52 52-port Gigabit Stackable Managed Switch
Part Number	SG500-52MP-K9-G5	SG500-52MP 52-port Gigabit Max PoE+ Stackable Managed Switch
Part Number	SG500-52P-K9-G5	Cisco SG500-52P 52-port Gigabit POE Stackable Managed Switch
Part Number	SG550XG-8F8T-K9-EU	Cisco SG550XG-8F8T 16-Port 10G Stackable Managed Switch
Part Number	SLM2008T-EU	SG 200-08 8-port Gigabit Smart Switch
Part Number	SLM2016T-EU	SG 200-18 18-port Gigabit Smart Switch
Part Number	SLM2024PT-EU	SG200-26P 26-port Gigabit PoE Smart Switch
Part Number	SLM2024T-EU	SG200-26 26-port Gigabit Smart Switch
Part Number	SRW2008-K9-G5	SG 300-10 10-port Gigabit Managed Switch
Part Number	SRW2016-K9-EU	SG 300-20 20-port Gigabit Managed Switch
Part Number	SRW2024-K9-EU	SG300-28 28-port Gigabit Managed Switch
Part Number	WAP371-E-K9	Dual Radio 802.11ac Access Point with PoE (ETSI)
Part Number	SRW2048-K9-EU	SG300-52 52-port Gigabit Managed Switch

Combinations rules/ Additional special terms and conditions

These combination rules are correct as of the day this promotion document was written.

Please read the following additional special terms and conditions carefully before submitting your claim as these are specific to this promotion.

Standard terms and conditions for all CISCO EMEA 2-tier Rebate claims:

In order for a claim to be valid under any current and/or future promotional offer or program, it must be submitted in strict accordance with any, and all of the following conditions. Any claim not respecting these conditions shall be automatically invalid and thus refused and no rebate shall be due by Cisco. All capitalized terms shall have the meaning set forth in your current Agreement

1. Claim Submission

The Distributor must claim the promotional value as a back-end weekly rebate.

- 1.1 All rebate claims must be submitted through the DCA tool <http://tools.cisco.com/WWSF/dca/Home>
- 1.2 **Claims may be submitted using the following templates;**
 - 1.2.1 Option 1, (POS template including rebate) as part of your **weekly** POS submission. If you are using option 1 those claims must be submitted before each Monday, 13:00 CET, following the week during which they became due
 - 1.2.2 Option 2, (POS extraction and then claim submission). If you are using option 2 you must submit your claims on a **weekly** basis.
 - 1.2.3 Option 3, (Universal template) manual claim submission. Option 3 claims can only be accepted for pre approved volume rebate claims and trade in claims or as may be otherwise specified explicitly by your 2-tier rebates contact on a case-by-case basis.
 - 1.2.4 Please note that, in order to be valid, any and all claims must be submitted at the latest before the 10th of each month following the month of sale of the products and services.
 - 1.3.1 **Claim submission** - End user details must be quoted on POS for ALL claims submitted unless otherwise specified in the promotion document. It is the Distributor's responsibility to retain relevant End User details to support the validity of any claim if required by Cisco for validation purposes.
 - 1.3.2 **WEB Voucher** - All claims submitted for WEB Voucher promotions must be status '**invoiced**' on WEB Voucher at the time of submission in order to be accepted as a valid claim. DCA will automatically reject any claims not invoiced at the time of submission. The unique WEB Voucher number must be used in the 'Promo code column' and the promotion name Fast Track Europe or Fast Track Emerging must be entered in the comments column for validation purposes.
 - 1.3.3 **Price protection**- Price protection claims must be submitted via Inventory extract. Any products in transit at the time of a price decrease, as well as any exceptional claims for price protection must be submitted via Option 3, (Universal template) manual claim submission. These claims must be pre approved by your 2-tier rebates contact and the purchase order number must be quoted in the comments column of the claim.
 - 1.3.4 **Volume rebate**- All claims submitted as a volume rebate via Option 3 (Universal template) must be split into service and product for each claim, submitted. In the column requesting the MFG part number, service must be listed as '**SERVICE**' and product must be listed as '**OTHER**'. Where applicable, all manual claims must also be split by reseller and country code.
 - 1.4 Promotions containing '**bundle**' components are to be claimed as follows:
 - 1.4.1 Option 1 (POS template including rebate claim), if all bundle components are on the same POS and claim. If a promotion contains several different bundles with different names or codes, the particular bundle being claimed must be clearly stated in the comments column.
 - 1.4.2 Option 2 (via POS extract), once all products have appeared on POS. If a promotion contains several different bundles with different names or references, the particular bundle being claimed must be clearly stated in the comments column.
 - 1.4.3 Using Option 1 or 2 and submitting a claim in two parts if there is a delay in shipping some product(s) within a bundle. The first claim must be recognized as a part bundle by entering 'part shipment' in the comments column and the second claim containing the remaining product(s) must be submitted using the same Distributor reference as the first claim and must be recognized as a part bundle by entering 'part shipment' and the 'Distributor reference' of the first claim in the comments column to create a complete bundle claim. If a promotion contains several different bundles with different names or codes, the particular bundle being claimed must be clearly stated in the comments column.
 - 1.5 **It is the Distributor's responsibility to realize the risk of placing orders for products to be covered by a specific promotion towards the end of promotion period. The shipment and delivery of these products is governed by the standard Cisco terms and conditions as stated in Cisco Distribution Agreement. Cisco will honor these claims as long as the Reseller PO was placed within the promotion period and the exceptions**

request (section 4.6) must be submitted using the template by the eob. Monday following the promotion ending. The distributor must fulfill the order within 4 weeks following the promotion's end.

1.6 Any POS with a transaction date not within the validity period mentioned above is not eligible to be claimed against this promotion.

1.7.1 When submitting claims for this promotion through CCO-DCA you must quote '(unique DART ID/ PP promotion code)' in the PROMO CODE column and 'Promo category (e.g. Composite/ OIP etc)' in the PROMO TYPE column and promotion name **Fast Track Europe or Fast Track Emerging** in the comments column.

1.7.2 **Each claim must be submitted using the PROMO CODE available to the specific territory:**

1. **EEA, Switzerland and Israel** - Ireland, United Kingdom, Belgium, Spain, Portugal, Greenland, Finland, Faroe Islands, Denmark, Norway, Netherlands, Luxembourg, Iceland, Gibraltar, British Indian Ocean Territory, Switzerland, Sweden, Austria, French Southern Territories, Monaco, France, French Guiana, San Marino, Andorra, Germany, Italy, Israel, Malta, Cyprus, Greece, Liechtenstein, Lithuania, Poland, Hungary, Latvia, Czech Republic, Estonia, Bulgaria, Slovenia, Slovakia, Romania
2. **Europe (excluding EEA and Switzerland), Middle East & Africa** - Cape Verde, Central African Republic, Burundi, Cameroon, The Democratic Republic Of The Congo, Chad, Comoros, Eritrea, Gabon, Djibouti, Equatorial Guinea, Ghana, Guinea, Gambia, Seychelles, Madagascar, Liberia, Lesotho, Guinea-Bissau, Mauritius, Mauritania, Mali, Malawi, Reunion, Niger, Namibia, Mozambique, Sierra Leone, Senegal, Sao Tome And Principe, Rwanda, Tunisia, Benin, Burkina Faso, Botswana, Jordan, Saint Helena, Iraq, Mayotte, Egypt, Cote d'Ivoire, Angola, Algeria, United Republic Of Tanzania, South Africa, Swaziland, Occupied Palestinian Territory, Nigeria, Somalia, Morocco, Zimbabwe, Libyan Arab Jamahiriya, Zambia, Lebanon, Uganda, Togo, Kenya, Afghanistan, Albania, Armenia, Azerbaijan, Bahrain, Belarus, Bosnia And Herzegovina, Croatia, Ethiopia, Georgia, Kazakhstan, Kuwait, Kyrgyzstan, The Former Yugoslav Republic Of Macedonia, Oman, Qatar, Pakistan, Serbia, Montenegro, Saudi Arabia, Turkey, Tajikistan, Ukraine, Turkmenistan, Uzbekistan, United Arab Emirates, Yemen, Republic Of Moldova

3. **Russian Federation** - Russia

1.8 Authorized Channel and End user details must be quoted on POS for ALL claims submitted. Otherwise rebates will not be paid.

1.9 In order to qualify for rebates under this programme, all POS reports must also include serial numbers associated with the (serialised) Products purchased.

2. Claim Rejections

The Distributors will be able to download rejection files on a daily basis.

Therefore the following rejection timelines now apply;

- 2.1** Claims that have been rejected by CCO-DCA with the correction action 'Correction required', means it is the responsibility of the Distributor to correct the claim. Corrected claims must be resubmitted within five (5) working days of rejection by CCO-DCA, using the correction file attached to the Distributor Reported Claim Feedback reports. This enhancement will ensure minimal disruption to the validation and payment terms as outlined below.
- 2.2** End User details will be able to be updated by the Distributor during claim submission within the timeframes outlined above.
- 2.3** Claims that have been rejected by CCO-DCA with the correction action 'Entitlement error', means no action is required, as the claim has been rejected for a reason that cannot be corrected. However, if a Distributor wishes to dispute a claim that has been rejected due to an entitlement error this must be addressed to their 2-tier rebates contact within 5 working days of rejection by CCO-DCA in order to be admissible. The final decision of entitlement will be decided by Cisco only. If agreed by Cisco, a resubmission will be accepted for validation by the 2-tier rebates team.
- 2.4** A Distributor may not request – and will not be granted – to cancel a claim with the purpose of using another promotion for POS lines already claimed and paid.

3. Closure Documents

3.1 Monthly Closure

To ensure the terms and conditions outlined above are strictly adhered to, a monthly closure will be agreed upon between Cisco and the Distributor based on the Cisco fiscal month and completed no later than the 15th (fifteenth) of the 3rd (third) month following the month of the original transaction (sales out from Distributor to Authorized Channel) date. The format for such monthly closure is made available by Cisco.

The timeline for closures will be as follows:

Calendar Month 1 - sales submitted via POS with any eligible claims.

Calendar Month 2 - by 10th day of month 2, all claims must have been submitted for the previous month's sales. Any claims submitted after this date must be pre approved by your 2 tier rebates analyst for late submission.

By the end of Calendar Month 2, closure will begin. All rejected claims with correction required will have been resubmitted within 5 (five) working days of rejection. Any claims that have been rejected due to entitlement error but have been disputed by a Distributor following their own investigation will have been addressed to the appropriate 2-tier rebates contact. A final decision will also have been made by Cisco.

Calendar Month 3 - On the last working day of the month an email will be sent to the Distributor for agreement to closure and returned to Cisco by the 15th of Calendar Month 4. In case no reply is received by Cisco within such period, Distributor will be deemed to have finally accepted the closure of the claims, as covered by such email, including its attachment. If, for whatever reason, an email is not sent by Cisco on the first of the month as specified above, Distributor has 14 (fourteen) days from the date the document is sent to return such document to Cisco. For example, any claims submitted to Cisco for date of sale in January based on the Cisco fiscal month will be closed by the 15th of Calendar Month March.

3.2 **Quarterly Closure**

Upon receipt of email closure for the last month of each quarter, a quarterly closure letter will be sent to the Distributor for signing and returned to Cisco within 15 (fifteen) working days. A return address will be advised by your 2 tier rebates contact. In case no reply is received by Cisco within such period, Distributor will be deemed to have finally accepted the closure of the claims, as covered by such letter. Cisco reserves the right to review payment of credit memos for outstanding current claims if a signed closure letter is not received within 30 (thirty) days from the date the document was sent to the Distributor.

4. **Validation guidelines**

Validation guidelines for 2-tier back-end rebates are as follows

- 4.1 **Product Promotion** – all valid, 100% error free submitted claims, to be validated within 10 (ten) days from the Monday following the date of submission.
- 4.2 **Other promotion types** – all valid, 100% error free submitted claims, to be validated within 20 (twenty) days from the Monday following the date of submission
- 4.3 **Resubmitted rejection file** - all valid, 100% error free resubmitted claims, to be validated according to the terms above.
- 4.4 The validation date does not equal payment date; however, Cisco will endeavor, on a commercially reasonable efforts basis, to ensure a credit is issued to your account within 10 (ten) business days from the validation dates.
- 4.5 The validation and payment terms above are non-binding estimated guidelines only. Cisco reserves the right to unilaterally extend the validation terms where it is deemed necessary to obtain further clarification on the validity of certain claims following submission.
- 4.6 **Claims for orders fulfilled outside the promotion period**
When the promotion period ends, if some reseller orders could not be fulfilled within the promotion period, then you can claim the promotional discount up to 4 weeks from when the promotion ended, providing that you have filled and send back the “promotion exception template” (provided by the Distribution Operations or Finance team) by the eob Monday following the promotion ending.
It is mandatory to fill in all information in the template, failure to do so will result in the claims not being validated.

General Terms and Conditions for all Cisco EMEA Promotional Offers and Programs

1. In order for a purchase order claiming the promotional discount to be valid under any current and/or future promotional offer or program, it must be submitted in strict accordance with any, and all of the following conditions. Any claim not respecting these conditions shall be automatically invalid and thus rejected. In such case, no additional discount shall be due by Cisco and the purchase order will not be accepted until made compliant by the Systems Integrator. Cisco shall cancel the said purchase order in its ordering system if not made compliant within 2 (two) business days following the initial purchase order issued. The date of acceptance of the purchase order by Cisco is the reference date for the applicability of the promotion document version.
2. Any promotion and/or special pricing ONLY apply to Cisco Registered Partners, CADs, CDPs, or Cisco Systems Integrators, as applicable (“Channel Partner”). Also, the Cisco products eligible for the promotion or special pricing must be new Cisco products sourced either directly from Cisco or through a Cisco authorized channel in the EMEA which, in turn, has sourced the product directly from Cisco or indirectly through another Cisco authorized channel in the EMEA.
3. The \$ (USD) rebate value or promotional discount is only valid when used in conjunction with the then current EMEA USD Wholesale Price List (WPL) or Global Price List (GPL), as applicable, shown in any promotion. Any changes to the WPL or GPL, as applicable, will render this promotion invalid. All products with the promotional discount must be ordered separately from other non-promotional items. Any purchase order claiming under this promotion document must reference the program number reference on this document. Any purchase order lacking this reference will be subject to standard contractual, non-promotional terms and conditions and, in addition, will be cancelled by Cisco in the ordering system if no reference number is provided within 2 (two) business days following the initial purchase order issued.

4. Any offer and/or promotion and/or special pricing and/or other program will not affect the purchase price indicated by Cisco on purchase orders or inventory valuation. Purchase orders benefiting from special pricing programs, rebates or promotions are non-cancellable and the products are non-returnable.
5. The SMARTnet or any Cisco maintenance/service for product(s) purchased related to products on any promotion will be based on the standard price value off the Wholesale Price List (WPL) of the hardware product, not on the special promotional price.
6. This promotion is subject to product availability. This promotion cannot be retroactively applied to purchase orders already submitted, nor can the special pricing be applied to future orders, outside the scope of this promotion.
7. All applications will be deemed by Cisco to be submitted by an authorized representative of the Cisco Channel Partner and with the full approval of the owner/manager of the Cisco Channel Partner.
8. Cisco Channel Partner should note that by choosing to apply for this promotion it is deemed to have read, understood and agreed to the terms of Cisco's data protection notice which can be found at <http://www.cisco.com/web/siteassets/legal/privacy.html>.
9. Cisco reserves the right to amend these terms and conditions at any time to comply with applicable local laws or for any other reason.
10. If Cisco products, which are supplied to you with rebates or special discounts as referred to herein, are found to have been sold by Cisco Channel Partner to parties and for projects or purposes in breach of the these promotion terms and conditions, then Cisco may, in addition to all its other rights and remedies all of which are reserved, undertake one or more or all of the following actions:
 - (a) Invoice Cisco Channel Partner for the difference between such special discount and the then-current resale discount in the applicable sale and purchase agreement between Cisco and Cisco Channel Partner;
 - (b) Audit Cisco Channel Partner's purchases and invoice Cisco Channel Partner for all reasonable costs incurred by Cisco in its performance of the audit;
 - (c) Suspend Cisco Channel Partner access to WEB VOUCHER and other Cisco sales and marketing programs;
 - (d) Suspend shipments to Cisco Channel Partner and;
 - (e) Terminate Cisco Channel Partner's applicable sale and purchase agreement with Cisco for cause.
11. For the avoidance of doubt, the special discount shall also be subject to all the terms and conditions set forth in the applicable sale and purchase agreement between Cisco and Cisco Channel Partner. By submitting orders/claims based on the above special discount or rebate, Cisco Channel Partner is deemed to have accepted all of these terms and conditions.
12. Cisco reserves the right to request Cisco Channel Partner to submit complete and sufficient evidence of the delivery of the products to the appropriate End User for which Cisco Channel Partner is claiming a rebate or special pricing. Cisco Channel Partner will submit such evidence no later than 10 (ten) days as of Cisco's request. Unless prohibited by applicable laws, Cisco reserves the right to contact the End User and/or Authorized Channel directly in order to verify the existence of a purchase order. Cisco Channel Partner agrees that Cisco may conduct audits in order to verify compliance of these guidelines, subject to the direct distribution agreement with Cisco, to the extent applicable. Cisco Channel Partner represents and warrants that before claiming any discount, rebate or special price it will have a valid purchase order from an End User
13. All matters relating to this promotion or the interpretation or application of these terms and conditions, or disputes regarding eligibility for the promotion must be submitted in writing to Cisco at the address specified above within 3 (three) months of the claim, transaction or matter in question. Any such disputes shall be resolved by Cisco at its sole discretion and its decision shall be final. This promotion and these terms and conditions will be governed by and construed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English courts.
14. Any claims not complying with ANY conditions of this document may not be accepted or in case of acceptance by Cisco, without prejudice of any other rights that might be available to Cisco in contract or law, the latter may refuse at any time to comply with any of its obligations arising hereunder.
15. Cisco reserves the right to add, modify, change, improve, suspend or discontinue any product or promotion at any time without prior notice nor liability or costs.
16. These standard terms and conditions are subject to review by Cisco and any changes made will immediately be effective at the date specified by Cisco. Cisco Channel Partner will be notified via email emea-claims@cisco.com and hereby acknowledge that such email notification will be sufficient for the updated standard terms and conditions to enter into force.

17. If Cisco re-instates a promotion, which has previously expired, those sales reported between the promotion end date and the re-instated date will not be eligible for a special price or rebate claim against such promotion.

18. It is the Distributor's responsibility to realise the risk of placing orders for products to be covered by a specific promotion towards the end of a promotional period. The shipment and delivery of those products is governed by the standard Cisco terms and conditions as stated in the Cisco Distribution Partner ("CDP") or Distributor Agreement. Therefore, claims can only be accepted on products that have a POS date prior to the expiration date of the promotional period.