

<https://www.radware.com/termsofsale/>

Radware Terms and Conditions of Sale

Understand the details of your transaction with Radware.

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Unless specifically set forth otherwise in a signed agreement between you ("you" or "Purchaser") and Radware Ltd. or any of its affiliated entities ("Radware"), the following terms and conditions will apply to any sale/purchase transaction between you and Radware. Radware is not bound by, and expressly rejects, any terms and conditions of your purchase order or any other offer or document, whether oral or written, which attempt to impose any conditions that are additional, conflicting or inconsistent with the following terms and conditions. No purchase order or any other purchase document will be deemed accepted and binding unless Radware issues an order confirmation accepting same. No contract is formed between the parties unless Radware issues an order confirmation accepting a purchase order.

IF YOU ARE A DISTRIBUTOR OR A RESELLER, YOU ARE REQUIRED TO FLOW DOWN THESE TERMS AND CONDITIONS TO THE END USER OF RADWARE'S PRODUCTS AND/OR SERVICES:

General Terms and Conditions

1. These Radware Terms and Conditions of Sales apply to any Radware products or service appearing on Radware's price list from time to time.
2. Unless stated otherwise in Radware's invoice or in the invoice of Radware's distribution channel issued to you (as applicable) or unless otherwise agreed in writing, payment terms are 100% prepayment or by LC. All amounts are non-refundable, non-cancelable and non-creditable. You agree that we may bill you for renewals, additional users, excess use, expenses, and unpaid fees, as applicable.
3. All amounts due to Radware shall be paid without deduction or set-off or counter claim, free and clear of any restrictions or conditions, and without deduction for any and all taxes levied on the manufacturing, sale, lease, delivery or use of any Radware products and/or services. Purchaser shall be responsible for the payment of all such taxes and for providing Radware with tax-exemption certificate(s) acceptable to the relevant taxing authorities, where applicable.
4. All purchase orders submitted by you either directly to Radware or indirectly to Radware's distribution channels (as applicable), will be irrevocable and non-cancellable and the purchased items included therein non-returnable and non-terminable, unless you have requested amendments to these Terms and Conditions of Sale, and your request has been accepted by Radware and become part of this negotiated document.
5. Purchase orders for products must be issued by you at least 45 days prior to the requested delivery date. Changes in delivery schedules, product type or product quantities must be made in writing at least 30 days prior to the scheduled delivery dates.
6. Risk of loss or damage to products will be pursuant to the applicable Incoterm as set forth in Radware's order confirmation.
7. If Purchaser does not purchase any support service from Radware upon the purchase of a product, Radware will provide the following product warranty: hardware products are warranted against defects in material and workmanship, under normal use and circumstances, for a period of one year from date of shipment, and Radware's software products are subject to a warranty that provides bug fixes for up to 90 days from the date of shipment. Radware warrants that its technical maintenance and support and training services will be performed in a good and workmanlike manner and in accordance with Radware's specifications. This warranty shall be valid for 90 days from performance of the applicable service.
8. Product warranty, DOA, RMA, end of life and maintenance and support services are provided pursuant to Radware's Certainty Support Guide as published by Radware from time to time at <https://www.radware.com/Support/Certainty-Support-Program/> ("CSG"). If needed, username and password to access the CSG are available upon request.
9. Exclusive remedies for failure of warranty are repair, replacement, reperformance of service or pro rata refund of purchase price.
10. EXCEPT AS EXPLICITLY SET FORTH OTHERWISE IN THESE AGREED TERMS AND CONDITIONS OF SALE, THE ABOVE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED AND EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN THESE TERMS AND CONDITIONS OF SALE OR MANDATORILY PROVIDED BY THE APPLICABLE LAW, RADWARE'S PRODUCTS AND ANY SERVICES AND ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED.
11. The initial term of Radware's cloud services will be three business days after the date of receipt by Radware of Purchaser's purchase order for any such item for the period indicated in the initial purchase order for the cloud service (the "Initial Service Term"). At the end of the Initial Service Term and thereafter, the Service will automatically renew for the same term (each, a "Renewal Service Term"), unless the Purchaser requires otherwise in the purchase order for the cloud service or unless the Purchaser notifies Radware 60 days in advance of its desire not to renew the cloud service. The time period covered by the Initial Service Term and all Renewal Service Terms with respect to a Service is referred to collectively herein as the "Service Term." Service extensions and add-ons will expire together with the expiration of the Service to which they relate.

12. Purchaser may not, and may not cause or permit others to: (a) use the cloud services in violation of any applicable law or regulation or in such a manner that renders or is likely to render Radware in violation of any applicable law or regulation; (b) exceeds the service plan purchased by you in a manner that gives Radware the right to suspend or terminate the cloud services pursuant to section 13 below; (c) use of the cloud services not for its intended purpose (for example, collaborating with hackers to generate attacks against the Purchaser) (the items listed in subsection (a)-(c), the "Acceptable Use Policy"). In addition to other rights that Radware may have in these Terms and Conditions of Sale, Radware has the right to take remedial action if the Acceptable Use Policy is violated, and such remedial action may include, without limitation, removing or disabling access to materials that violate the Acceptable Use Policy as well as notifying the appropriate law-enforcement agencies of the violation. Additionally, in the event of a violation by you of the Acceptable Use Policy, Radware shall not be liable for any resulting consequences including failure to meet any cloud service performance metrics. You agree to cooperate with Radware to resolve any Acceptable Use Policy violations.
13. If your actual use of any Radware cloud service in any given calendar month exceeds the service plan purchased by you, you agree to pay for your excess use a higher and compatible cloud service plan fee reflecting at least your actual use of the service under Radware's then applicable price list which is available upon request. Radware (or Radware's authorized reseller) will invoice you on a monthly basis for monthly excess service fee unless you provide Radware with a valid PO indicating your request to move to a higher and compatible service plan reflecting at least your actual excessive use rate of the service. If you do not pay for your excess use of a cloud service that can be monitored by you or after being informed that you are in excess use of your purchased service plan, Radware reserves the right to suspend your cloud service until full payment and eventually terminate these Terms and Conditions of Sale according to section 18 below.
14. All intellectual property rights embodied in Radware's products and/or services are exclusively owned by Radware. Software is licensed under Radware's End User License Agreement published at <https://www.radware.com/documents/eula/>. In case of a conflict or inconsistency between these Terms and Conditions of Sales and Radware's End User License Agreement, these Terms and Conditions of Sales will govern and prevail over Radware's End User License Agreement.
15. Purchaser acknowledges and agrees that Radware may derive, compile and create, in the course of providing cloud services, including its use of the Purchaser Content, certain aggregated analytical data and use such data solely for internal purposes (including the improvement of Radware's solutions) not prohibited by applicable law. For the purpose of this section Purchaser Content shall mean all text, files, documents, information, data (including personal data) and other material, in any format and as applicable to the purchased services, provided by Purchaser or by Purchaser's users that reside in, or run on or through, the cloud infrastructure.
16. You may not use or otherwise export or re-export, directly or indirectly, any products and/or services except as authorized by United States law and the laws of the jurisdiction in which the products and/or services were obtained ("Relevant Authority"), including, but not limited to, anti-boycott, export control, sanction, customs, and shipping laws. You will be solely responsible for obtaining any license from the Relevant Authority required to export or re-export such products, and their components, and to comply with applicable Relevant Authority government export regulations.
17. You agree to comply with any applicable anti-corruption laws which are in force from time to time which may include but are not limited to the UK Bribery Act 2010 and the US Foreign Corrupt Practices Act of 1977 ("FCPA"), as well as the laws of the jurisdiction in which the products and/or services were obtained.
18. These Terms and Condition of Sale shall be governed and construed in accordance with the substantive laws of, and venue will be located in: (i) Israel if Purchaser is located in Israel; (ii) England and Wales if Purchaser is located in EMEA; (iii) Singapore if Purchaser is located in APAC; and (iv) the state of New York for all other Purchaser locations.
19. If a party materially breaches these Terms and Conditions of Sale and does not cure the breach within thirty (30) days after receipt of written notice of the breach, the non-breaching party may terminate these Terms and Conditions of Sale for cause immediately and without formal notice, but solely with regard to the sale/purchase transaction in connection with which the material breach shall have occurred.
20. **Neither party shall be liable to the other party for any special, indirect, incidental or consequential, exemplary or reliance damages, losses or expenses (including without limitation, loss of profits, loss of information, loss or corruption of data, loss or interruption of business) arising from or in any way connected with the products and/or services purchased by Purchaser, however caused, and whether based on contract, tort (including negligence), equity or other theory of liability whatsoever, even if such party has been advised of the possibility of such damages or losses or expenses. Without derogating from the foregoing, in no event shall a party's total aggregate liability to the other party exceed the total annual contract value fees ("ACV") received by Radware for the products and/or services purchased by the Purchaser that are the subject matter of the claim during the period of 12 months preceding the event giving rise to the damage. This section will survive the termination/expiration of any sale/purchase document between Radware and Purchaser. The foregoing limitations will not apply with regard to damages arising from a party's fraud or wilful misconduct or any other mandatory exception under applicable law.**
21. Except for payment obligations, neither you nor Radware shall be liable to the other, nor be deemed to be in default under, or in breach of any provision of, these Terms and Conditions of Sale for the nonperformance or delay in performance of any of your or Radware's obligations (respectively) under these Terms and Conditions of Sale when such nonperformance or delay is due to Force Majeure Events. "Force Majeure Events" means: (i) acts of God, (ii) flood, fire, earthquake, tornado, tsunami, storm or explosion, (iii) war, invasion, riot, or other civil unrest, (iv) pandemics, epidemics, or quarantine restrictions, (v) government regulations or orders, (vi) action by any governmental authority, (vii) national or regional emergency, (viii) strikes, labor stoppages or slowdowns or other industrial disturbances, (ix) shortage of adequate power or transportation facilities, or (x) any other event which is beyond the reasonable control of such party. The party suffering a Force Majeure Event shall give notice of such Force Majeure Event as soon as reasonably practicable to the other party.
22. You are the controller of personal data transferred by you or by your customers to Radware and Radware is the data processor. Radware and Purchaser will each comply with its respective obligations as data processor/controller under applicable privacy & data security laws and, where applicable, pursuant to the Radware DPA available at <https://www.radware.com/documents/dpa-customer/>. Purchaser authorizes Radware to engage other processors for carrying out processing activities on behalf of the Purchaser including the sub-processors listed at <https://www.radware.com/documents/cloud-subprocessors/>.
23. If one or more terms of these Terms and Conditions of Sale become or are declared to be illegal or otherwise unenforceable by any court of competent jurisdiction, each such part or term shall be null and void and shall be deemed deleted from this these Terms and Conditions of Sale. All remaining terms of these Terms and Conditions of Sale shall remain in full force and effect.

Contact Radware Sales

Our experts will answer your questions, assess your needs, and help you understand which products are best for your business.

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