

Terms and Conditions.

TERMS AND CONDITIONS Massy Technologies InfoCom (TRINIDAD) LIMITED. "Unless stated otherwise to the contrary, this Quotation/Invoice is subject to the Terms and Conditions of Sale endorsed overleaf ('Terms and Conditions'). The Customer shall immediately confirm receipt and acceptance of this Quotation/Invoice by completing the Customer acceptance details on the final page of this Quotation/Invoice. In the absence of a signed acceptance by the Customer, the placement of an order by the Customer for goods and/or services shall be deemed an offer by the Customer to purchase the goods and/or services upon the Terms and Conditions. Any act to fulfill the order by the Company shall be deemed as conclusive evidence of the Company's acceptance of the offer to supply the goods and services upon the Terms and Conditions referred to herein. "The Customer acceptance details are as follows: "Accepted with all Terms and Conditions _____ Customer: Date: _____" ACCEPTANCE - Acceptance of this Quotation/Invoice includes acceptance of the terms and conditions for the supply of goods and/or services of the Company and no modification of them shall be admissible unless expressly agreed to in writing by the Company. An order for the goods and/or services from the Customer shall be deemed to be an offer by the Customer to purchase the goods and/or services upon these Terms and Conditions. Any act to fulfill the order for the Customer by the Company shall be deemed conclusive evidence of the Company's acceptance of the Customer's offer. DELIVERY - The Company shall deliver the goods to the address indicated by the Customer in writing on the date that the Company shall specify for the delivery ("the Delivery Date"). For the avoidance of doubt, the Delivery Date or other date given by the Company is no more than an estimate and shall not be of the essence of this agreement provided always that the Company shall use all reasonable endeavors to complete the delivery as soon as reasonably possible thereafter. The Company shall use reasonable commercial endeavors to provide the services by such date as the parties may agree in writing. Time shall not be of the essence for any times for when services are to be performed, whether given or agreed to by the Company. DELAYS - The Company shall not be liable for the consequences of any delay in delivery, including without limitation, damages or penalty for delays in delivery of goods due to acts of God, acts or omission of the Customer, acts of Civil or Military authorities, war, riots, strikes, lockouts or any other cause beyond the Company's control. The Company will not be liable for any delays incurred in the scheduled completion of the services, which may be caused by not having free access to the Customer's premises or areas thereof due to any obstruction(s) and/or interference caused by other works in progress being undertaken by other contractors of the Customer. PRICES - Unless expressly stated, prices are quoted in Trinidad & Tobago dollars and exclude, Customs Duty and Stamp Duty which shall be charged in addition at the rates in force at the time any payment is due from the Customer, and based on a rate of exchange of TT\$6.30 to US\$1.00. Increases in the rate of exchange, Customs Duty, Stamp Duty and/or shipping charges as at the date the Company places the order for the goods with its suppliers and/or clears the goods in Trinidad and Tobago as applicable will be for the account of the Customer and the Company shall be entitled to increase the Quotation/Invoice price accordingly. Duty Free status requires that the Customer must present supporting documents to the Comptroller of Customs & Excise for Trinidad & Tobago. The Company reserves to right to increase the price of goods that are affected by price fluctuations of input commodities on the global market, if the cost of such goods to the Company increases between the date of this Agreement and the actual

delivery date, by more than 2% over the price quoted to Customer. In the event of such increases, and upon written documentation establishing the extent of the increase, the price quoted by the Company shall be equitably adjusted and the Customer shall pay the adjusted price therefor. VALIDITY - The prices quoted are valid for a period of 30 days from the date of this Quotation/Invoice. PROPERTY AND RISK - Until full payment has been received by the Company for all goods supplied at any time by the Company to the Customer the property in the goods shall remain with the Company notwithstanding delivery of the goods to Customer. However, the goods shall be at Customer's risk from the time of delivery to Customer (or to any carrier or agent acting on Customer's behalf) and accordingly the Customer shall be responsible for insuring the goods against all normal risks (including without limitation, theft, loss and damage howsoever caused) with effect from the time risk passes. Until the total purchase price of goods has been paid, the Company shall be entitled to repossess and/or sell the goods (and for the purpose of repossessing the goods the Company shall be at liberty to enter upon any land or building on or which the goods are situated or are thought by the Company to be situated) and the costs and expense of repossession, storage, insurance and sale shall be for Customer's account. WARRANTY - The Company warrants that the goods supplied will be free from defects in materials and workmanship for a period specified at point of sale after delivery and under proper use ('Warranty Period') and will conform to the manufacturer's specifications in whatever format made available by the Company. The Company shall have no warranty or obligations under the said warranty other than to remedy breaches thereof (either itself or through its supplier) by repairing or at its option replacing the defective good or such parts of it as are defective or by the provision of materials and services, within a reasonable time after receiving notice of such breach and without charge to the Customer. The Company warrants that it will use reasonable care in performing the services and to a standard, which conforms to generally accepted industry standards and practices in Trinidad and Tobago. If any part of the services is not in conformance with the warranty herein, then at the request of the Customer given within a period specified at point of sale from the completion of the services ('Service Warranty Period'), the Company will re-perform the relevant non-conforming part of the services, subject to the limitation of liability herein. The Company shall have no liability or obligation under the said warranties unless it shall have received written notice of the defect in question no later than the expiry of the Warranty Period or Service Warranty Period, as applicable. The warranty on goods is contingent upon the proper use of the goods by the Customer and does not cover any part of the goods which has been modified without the Company's prior written consent or which has been subjected to unusual physical or electrical stress or on which the original identification marks have been removed or altered. ALL WARRANTIES CONDITIONS TERMS UNDERTAKINGS AND OBLIGATIONS IMPLIED BY STATUTE COMMON LAW, CUSTOM, TRADE, USAGE, COURSE OF DEALING OR OTHERWISE ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. VOLTAGE PROTECTION AND CONDITIONING - Warranty will be void if damage to the goods is caused by electrical stress/surges, over and under voltage, or any similar event from unprotected AC mains. The warranty does not cover damage caused by normal wear and tear, failure of the Customer to maintain the environmental conditions specified by the Company, central office lines and lightning strikes. The Company shall not be liable to the Customer for any loss or damage to the goods which arises as a result of the fault or neglect of the Customer, its employees or agents or other third party, including without limitation: Failure or fluctuation of electric power, air conditioning, humidity control or other environmental conditions; or Accident, misuse, neglects or any fault in any attachments or

associated equipment (whether or not supplied by the Company) which do not form part of the goods.

Cancellation Policy - The Customer may terminate an order for goods subject to paying the Company its termination and re-stocking charges in force from time to time, as well as applicable warehousing charges, insurance costs, ground transportation costs, storage and handling costs, custom duties and shipping charges.

Termination Charges - Stocked Items – 25% of the total goods cost, Saleable Items specially ordered - 50% of the total goods cost, Special Order Item (specific to Customer) - 100% of the total goods cost. Any services required by the Customer outside of the initially specified scope of works is considered a variation chargeable by the Company as an additional cost and separate from the initial cost.

Payments - Payment for sums due for goods and /or services shall be made within the time specified in the Company's Invoice. Any payment in arrears will attract an interest charge of 1.5% per month of part thereof on the outstanding amount (as well after as before any judgment) from the last date for payment to the date of actual payment (both dates inclusive). The foregoing right to charge interest on overdue amounts is without prejudice to the Company's other rights and remedies.

Exclusion of Liability for Consequential Losses - The Company shall not be liable to the Customer for loss of profits or contracts, loss of goodwill or other special, indirect or consequential loss or damage whatsoever or howsoever arising even if it was advised of the possibility of such damages occurring.

LIMITATION OF LIABILITY – Except in the case of death or personal injury caused by the negligence of the Company, the Company's aggregate liability under or in connection with this Agreement whether arising in contract, tort, negligence, breach of statutory duty or otherwise howsoever, shall not exceed the sums paid or payable to the Company under this Agreement. No part of this Agreement may be assigned or sub-contracted without the prior written approval of the Company. These terms and conditions together with any applicable written proposals of the Company shall supersede all prior discussions and writings and constitute the entire and only Agreement between the Company and the Customer with respect to terms and conditions governing any order. No waiver or modification of these conditions shall be binding upon the Company unless made in writing and signed by a duly authorized representative of the Company.

OTHER CONDITIONS - The goods may be commodities, which were authorized for export from the United States under a special distribution license procedure under condition that they may not be re-exported without prior approval from the United States authorities ('restricted goods'). These restricted goods are authorized for export by the US Government only to Trinidad and Tobago W.I. The Customer agrees that such goods may not be resold, diverted, transferred, transshipped or otherwise be disposed of in any other country either in their original form or after being incorporated through an intermediate process into other end-items, without the prior written approval of the U.S. Department of State.