

## S + AS LIMITED

### Conditions of Purchase

#### 1. NO MODIFICATIONS

This order is expressly limited to the terms and conditions therein. It is a condition of this order that any provisions printed or otherwise contained in any acknowledgment or acceptance of the order which are inconsistent with, or in addition to, the terms and conditions contained herein, shall have no force or effect and shall not constitute any part of the contract of purchase or sale except to the extent that said terms are assented to by the Buyer in writing separate from said acknowledgment, acceptance or similar form.

#### 2. SHIPMENT

Shipment shall be made in accordance with specific instructions from Buyer on the face hereof. In the absence of specific shipping instructions shipments shall be routed via the most economical mode of transportation available. Unless otherwise agreed to in writing by Buyer, no extra charge shall be made by dealer for packing or delivery.

#### 3. DELIVERY

Delivery must be affected within the time stated on the purchase order. Unless delay is due to causes beyond sellers control premium transportation costs to meet delivery schedule shall be at sellers expense. If delivery is not made within the time stated on the purchase order, Buyer at its option shall have the right to purchase elsewhere and charge seller with any loss incurred as a result thereof and/or to cancel this purchase order without liability to Buyer whatsoever.

#### 4. PACKAGING

Seller certifies that the materials described herein are properly classified, packed, marked and labelled.

#### 5. WARRANTY OF MATERIAL

In addition to warranty implied, in fact or law, Seller expressly warrants all material and work covered by this order to be one of the quality, size, description and dimensions specified. Buyer's approval of sample shall not be deemed to waive warranty as to any defect or unfitness not in fact discovered in Buyer's inspection and test. Specifications or blueprints supplied by the Buyer shall govern, regardless of approved sample. All goods shall be subject to inspection and rejection at Buyer's facility. Any material which may prove through inspection, service or otherwise to be defective may, at the Buyer's option but without prejudice to Buyer's right to consequential damage, either be returned for credit or for replacement at the purchased price at any time within one year of delivery and no warranty will be deemed to have been waived by reason of the Buyer's receipt of or payment for merchandise or service. Material rejected on account of inferior quality or workmanship will be returned F.O.B. Buyer's shipping point and transportation both ways will be at Seller's expense.

#### 6. INSPECTION-TESTING-REJECTION

Payment for the materials delivered hereunder shall not constitute acceptance thereof. Buyer shall have the right to inspect such materials and to reject any or all of said materials which are in they Buyer's judgment defective. Materials so rejected and materials supplied in excess quantities called for herein may be returned to the Seller at its expense and, in addition to Buyer's other rights. Buyer may charge the Seller all expenses of unpacking, examining, repacking and reshipping such materials. In the event Buyer receives materials whose defects or nonconformity is not apparent on examination, resulting in deterioration of its finished product, Buyer reserves the right to require the replacement as well as payment of damages.

#### 7. LIENS

All items delivered hereunder shall be free and clear from all liens and encumbrances.

#### 8. PRICE

If no price is stipulated herein the materials shall be charged at prices not exceeding the last previous quoted or charged to Buyer, if any. Seller warrants that the prices named herein are as low as any net price now given by the Seller to any other customer of the same class for like materials and like quantities and Seller agrees that if anytime during the pendency of this order lower net prices are quoted under similar conditions said lower net prices shall be from that time substituted for the prices contained herein.

#### 9. NO DISCLOSURE

Seller shall not, without first obtaining written consent, in any manner advertise or publish the fact that it has contracted to furnish Buyer the materials or services herein mentioned. Seller shall not disclose any of the details connected with this order to any third party except as herein specified. Material made to Buyer's design shall not be supplied to anyone else without prior written permission and Seller shall not reveal to third parties any specifications, designs or other information supplied to it by Buyer without prior written consent of Buyer.

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**S+AS Limited**

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*Systems Integration, Installation and Commissioning of Digital uplinks for Voice, Fax, Data and Audio networks.*



**BSENISO9001**  
**m A1265**

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#### 10. CHANGES

Buyer reserves the right to reschedule, cancel or change the quantities as well as make other changes on this purchase order prior to the specified shipping date by written notice to the Seller and the extent of compensation or reimbursements, if any shall be negotiated between the Buyer and Seller on a fair, just equitable basis; provided, however, that nothing in this Paragraph 10 shall abrogate the right of Buyer to cancel and or cover as set forth in Paragraph 3, above. Buyer shall have the right at anytime prior to the delivery date of the product to make changes in drawings, designs, specifications, packaging, time and place of delivery and method of transportation. If any such changes cause an increase or decrease in the cost, or the time required for the performance, or otherwise affect any provision of this agreement, an equitable adjustment shall be made and this agreement shall be modified in writing accordingly.

#### 11. DEFAULT

Time is of the essence. Buyer may, by written notice of default to Seller terminate this order or any part thereof in any of the following circumstances: (1) if Seller fails to deliver the articles in accordance with specified delivery schedule or (2) if Seller fails to perform any of the other provisions of this order or so fails to make progress as to endanger performance of this order in accordance with its terms and in either such event specified (3) does not correct such failure within a period of 10 days after receipt of notice from Buyer specifying such failure. Upon such default termination Buyer may procure similar articles on such terms and in such manner as Buyer may deem appropriate and Seller shall be liable to Buyer for any excess cost occasioned Buyer thereby; provided, however, that Seller shall not be liable for such excess costs where the default is due to causes beyond control and without the fault or negligence of Seller, if Seller has notified the Buyer in writing of the existence of the cause within ten days from the beginning thereof. The rights and remedies of Buyer under this clause shall not be exclusive and are in addition to any other rights and remedies provided by law under this order.

#### 12. INDEMNITY AND INSURANCE

Seller shall defend and indemnify Buyer against all damages, liability, claims, losses and expenses (including legal fees) arising out of, or resulting in any way from, defects in the materials or services purchased hereunder or from any act or omission of Seller, its agents, employees or subcontractors. Seller shall maintain such public liability insurance, including products liability insurance and employer's liability insurance as will adequately protect Buyer against such damages, liabilities, claims, losses and expenses (including legal fees). Seller agrees to submit certificate of insurance evidencing its insurance coverage when requested by Buyer.

#### 13. INDEMNITY FOR INFRINGEMENT

Unless the design for the articles covered by this order shall have originated with the Buyer, Seller warrants that the articles will not infringe any valid patent, trademark or copyright, and Seller agrees to assume the defence of any suit for infringement brought against Buyer or its agents by reason of use of such articles and to indemnify Buyer and its agents against any degree, judgement and cost in such suit. Buyer may be represented by and actively participate through its own council in any such suit or proceedings if it so desires.

#### 14. ASSIGNMENT

No part of this order may be assigned or sublet without Buyer's prior written consent.

#### 15. TRANSFER OF TITLE

Title to the material to be produced hereunder at the time of delivery except in instances wherein a progress payment for "ship-in-place" is made. Title to all goods, work in progress, materials, supplies and Articles covered by a progress payment or payment for "ship-in-place" shall vest in Buyer as of the date of any such payment; provided, however, that notwithstanding who has its title to the material, Seller shall be responsible for all loss, injury, or damage to the goods, work in progress, materials, supplies and Articles up to the time of delivery.

#### 16. WAIVER

Buyer's failure to insist on performance of any terms or conditions herein or to accord any right or privilege or Buyer's waiver of any breach hereunder shall not thereafter waive any other terms, conditions, rights or privileges.

#### 17. FORCE MAJEURE

Strikes, fires, accidents or other causes beyond the control of the Buyer which shall affect the Buyer's ability to receive and use the material ordered shall constitute valid ground for suspension of shipment upon this order, upon notification to the Seller by telegram, letter or facsimile and without penalty to the Buyer except as cancellation for such causes may not be made without reimbursements to the Seller for expenditure actually made for labour and such materials upon the act heretofore made between the parties and relating to the subject matter hereof, and constitute the entire understanding of the parties with respect

to the subject matter of this order

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