

TERMS AND CONDITIONS OF TRADE

1. Quote

- a. A quote provided by Viti Technology Solutions Limited ("VT Solutions") is valid only for the period stated in the quotation.
- b. In the event of a devaluation of the stated currency in the quote and/or significant changes to import duty rates or international freight rates, a quote becomes invalid automatically and VT Solutions will issue a new quote to reflect the change.
- c. Except as stated otherwise, all quotes by VT Solutions are exclusive of Value Added Tax and freight.

2. Prices

- a. All prices are subject to alteration without notice and orders are accepted on the understanding that they shall be charged at the price prevalent at the time of dispatch.
- b. All prices are exclusive of VAT unless otherwise stated.
- c. All prices are exclusive of freight unless otherwise stated

3. Sale/Interest/Debt Collection

- a. If any problem arises from the sale of products or services to the Customer, VT Solutions must be notified within 7 consecutive days from receipt of the product or service pursuant to Section 7, 8, 9 and 10 of this Terms and Conditions of Trade or the sale will be deemed as complete and satisfied.
- b. Unless stated otherwise and pursuant to Clause 3c and Clause 3d, payment for all purchases by the Customer from VT Solutions is due within 7 consecutive days from the payment due date on the invoice or the delivery date of the product, whichever first occurs.
- c. All software licenses and training fees must be pre-paid in full by the Customer before placement of order by VT Solutions with our supplier(s). VT Solutions reserves the right to not process a Customer's purchase order for software license(s) and training program(s) if this payment is not received in full from the Customer.
- d. Unless stated otherwise in a separate Agreement with VT Solutions, all monthly payments for Disaster Recovery ("DR") and Business Continuity ("BCM") services as provided by VT Solutions must be pre-paid, one (1) month in advance, by the Customer. VT Solutions reserves the right to suspend the provision of such services until all pending due amounts are received in full from the Customer.
- e. Purchase orders in excess of FJ\$10,000 may require a deposit payment, which will be determined by VT Solutions with sufficient notification to be provided to the Customer for payment. VT Solutions reserves the right to not process a Customer's purchase order until such a deposit payment is received in full from the Customer. Deposit amounts will vary between 20% to 80% of the value of the product to be purchased and the risk exposure, where applicable, to VT Solutions.
- f. All unpaid overdue amounts on a Customer's account must be cleared in full before any additional purchase orders will be accepted by VT Solutions for processing.
- g. A late payment fee of 0.443% per day Interest is automatically charged on your invoice after the 7^h consecutive day from the due date on the invoice. Interest accumulates on a per day basis until payment is received. A separate invoice will be issued for any interest accumulated. The charging of interest does not imply the granting of any extension of credit to the Customer.
- h. Failure in settling your account after 23 consecutive days from the due date on your earliest dated, overdue invoice and/or without making valid payment arrangements with the Directors of VT Solutions will result in the blacklisting of the account.
- i. Failure in settling your account after 53 consecutive days from the due date on your earliest dated, overdue invoice and/or without making valid payment arrangements with the Directors of VT Solutions will result in the referral of the Customer's details to a credit rating agency for non-payment of account. Prior notification will be given to the Customer and the Guarantor(s) of the Customer's account with VT Solutions. Any costs associated with this will be added to the Customer's account.
- j. Failure in settling your account after 83 consecutive days from the due date on your earliest dated, overdue invoice and/or without making valid payment arrangements with the Directors of VT Solutions will result in legal action. All legal costs, including any costs incurred by VT Solutions for repossession of any unpaid items, will be charged to the Customer.

- k. VT Solutions Limited reserves the right to accept any order or any part of an order, and to deliver goods by installments, in which case each installment will comprise a separate contract (invoice) and shall be paid for as if it were a separate order.
- l. The costs of restocking goods when orders are cancelled will be charged to the Customer. Unless otherwise stated, the cancellation fee will be 10% of the price of the goods.

4. Title and Passing of Property

Ownership and property in the goods remains with VT Solutions until the Customer has discharged all outstanding indebtedness for all goods and/or services supplied by VT Solutions Limited.

5. Security Interest

- a. The Customer grants to VT Solutions a Security Interest in the goods and their proceeds to secure the obligation of the Customer to pay the purchase price of the goods and any other obligations of the Customer under this agreement as and when the same become due.
- b. Where the goods are purchased by the Customer as inventory, nothing in this clause shall prevent the Customer from selling and delivering the goods in the ordinary course of the Customer's business. Where the goods are purchased by the Customer as Equipment, until the Customer has paid all money owing to VT Solutions, the Customer shall not sell or grant a Security Interest in the goods without the written consent of VT Solutions.
- c. The Customer waives the right to receive a copy of any Verification Statement given to VT Solutions and agrees that if the Customer is in breach of any of its obligations under this agreement, or goes into bankruptcy, liquidation or receivership that:
 - i. The Customer will, promptly upon receiving a written request from VT Solutions and at its own costs and expense, deliver all or any of the goods to VT Solutions at such place as VT Solutions directs;
 - ii. VT Solutions may at any time, either itself or through an authorized agent, enter into the place where the goods are located and remove the goods;
 - iii. VT Solutions may sell all or any of the goods in satisfaction the obligations of the Customer and the Customer waives its rights to receive prior notice of the sale.
- d. If VT Solutions proposes to take all or any of the goods in satisfaction of the Customer's obligations, the Customer:
 - i. Waives its rights to receive notice of or object to VT Solutions' proposal to retain the goods.
 - ii. Agrees that notwithstanding the above, the Customer shall remain liable to VT Solutions for the difference between the market value of the goods at the time it is first able to be sold by VT Solutions free from all rights and interests of the Customer and other persons.

6. Risk

- a. The risk in the goods supplied shall pass to the Customer upon delivery and where goods are delivered into the possession of a carrier for consignment to the Customer by steamer, air transport, road transport, rail or otherwise. The goods shall be deemed to be delivered to the Customer when the goods arrive at the Customers' premises and to be at his/her risk from such time as these have been delivered into his/her possession. The Customer shall take out all risk insurance to cover any goods in his/her possession which remain the property of VT Solutions, insurance should include such events as fire, theft, natural disaster and the interest of VT Solutions should be noted on the Customer's insurance policy.
- b. If any of the Products are damaged or destroyed prior to property therein passing to the buyer VT Solutions shall be entitled, without prejudice to any of its other rights or remedies under the contract to receive all insurance proceeds which are payable in respect thereof (whether or not the purchase price of such Products has become payable under the purchase contract and the production of this agreement by VT Solutions shall be sufficient evidence of VT Solution's rights to receive payment of such insurance proceeds without the need for further enquiry by any person dealing with VT Solutions. VT Solutions shall apply any such insurance proceeds as follows:
 - i. First, in payment of the purchase price of the Products which are damaged or destroyed, if unpaid;
 - ii. Secondly, in payment of the outstanding purchase price of any other Products supplied to the Customer by VT Solutions, whether under the contract or otherwise;
 - iii. Thirdly, in payment of any other sums payable to VT Solutions by Customer whether under the contract or otherwise;

Thereafter any balance shall be paid to Customer.

7. Defective Product Returns

Defective returns are only for Products purchased from VT Solutions that are inoperable or do not function in accordance with the specifications published by the manufacturer or publisher and are covered under the manufacturer's or publisher's warranty. All defective returns are subject to more restrictive manufacturer or publisher policies. Customer may request a Return Merchandise Authorisation ("RMA") for the return of defective Products, excluding Special Order Products, within seven (7) calendar days of invoice date.

Customer's defective returns will be limited to a maximum of 10% of the value of Customer's Product purchases within the same vendor code as the defective Product during the seven (7) calendar days prior to the RMA date, less any prior defective returns during that period. Upon receipt of the defective Product for which the RMA was issued, VT Solutions may test the Products and may return to Customer, at Customer's expense, any Products found not to be defective.

Upon verification that the returned Product is defective, VT Solutions may, at VT Solutions' sole discretion, either (i) ship Customer a replacement Product, or (ii) provide Customer a credit equal to the lesser of the Product's invoice price or current replacement value less any applicable charges or fees. VT Solutions reserves the right to require Customer to return defective Products directly to the manufacturer or publisher for replacement according to its defective Products return policy.

VT Solutions shall not be obligated to repair, replace, or issue credit to Customer for Products rendered defective, in whole or in part, by causes external to the Products, including, but not limited to, catastrophe, power failure or transients, overvoltage on interface, environment extremes, improper use, maintenance or application of the Products or use of unauthorized parts. Customer shall bear all risks of loss when returning defective Products.

8. Stock Balance Returns

Stock Balance returns are only for Products purchased from VT Solutions that are unopened and unused and can be re-sold as new. All stock balance products returned must be in the manufacturer's original packaging and in condition suitable for resale including, but not limited to, without price tags or stickers or additional shrink wrapping, clean, undamaged and complete ("Stock Balance Condition").

All stock balance returns are subject to more restrictive manufacturer or publisher policies, which will supercede the VT Solutions' Return Policies stated here. Customer may request an RMA for the return of products in Stock Balance Condition, except for Special Order Products, within seven (7) calendar days of invoice date. Customer's stock balance returns will be limited to a maximum of 5% of the value of Customer's Product purchases within the same vendor code as the Product to be returned during the seven (7) calendar days prior to the RMA date, less any prior stock balance returns during that period. Stock Balance returns that exceed the allowable limit will be charged a 15% restocking fee.

Upon receipt of the product for which the RMA was issued, VT Solutions will verify the condition of the product. Any products that are not in Stock Balance Condition will be considered Overgoods. VT Solutions will return Overgoods to Customer and will charge Customer a \$50 processing fee per shipment returned to Customer plus related freight charges. Additional fees may apply to returned products; for example, re-box, label removal, re-shrink, etc., that are not in Stock Balance Condition. Additional charges may apply should VT Solutions accept return of Overgoods.

Upon verification that the returned product is in Stock Balance Condition, VT Solutions will issue a credit to Customer equal to the lesser of the product's invoice price or current replacement value less any applicable charges or fees. If VT Solutions elects to restore returned product to Stock Balance Condition instead of returning it to Customer, the credit to Customer will be net of VT Solutions' costs to return the product to Stock Balance Condition. Customer shall pay all costs and bear all risks of loss when returning Products to VT Solutions.

9. Damaged Product Returns

Damaged Product returns are only for Products purchased from VT Solutions and shipped via VT Solutions's carrier of choice and that are damaged in transit from VT Solutions to the Customer or from VT Solutions to the Customer's Customer. If damaged Product is not refused by Customer, Customer shall notify VT Solutions and request an RMA within two (2) business days of receipt of such Product. Failure to notify VT Solutions and request an RMA within such time shall be deemed an acceptance of the Product as of the date of shipment.

10. Wrong Sale Returns

Wrong Sale returns must be reported within two (2) business days of receipt of such Product. Wrong Sale returns are only for Products purchased from VT Solutions that are unopened and unused and can be re-sold as new. All wrong sale products returned must be in the manufacturer's original packaging and in condition suitable for resale including, but not limited to, without price tags or stickers or additional shrink wrapping, clean, undamaged and complete. A detailed explanation outlining products ordered versus products received must be supplied. A Customer Service Representative will contact you when your claim has been reviewed.

11. Cancellation or Amendment of Order

Amendments or cancellation of an order for items made to custom specifications is difficult because the production commences on the day of order acceptance. However, VT Solutions will accept changes or cancellation to an order within 24 hours of order confirmation, free of charge. Cancellation after 24 hours of order confirmation will be subject to a 50% cancellation charge of the items cancelled. Amendment after 24 hours of order confirmation will be subject to any additional charges incurred by VT Solutions to effect the change. If you want to cancel an order while the product is in transit for delivery, a restocking fee equal to 50% of the product purchase value plus freight, duty and handling costs will be charged to you. VT Solutions will only accept changes or cancellations of orders from authorized persons presenting the Client and any such change or cancellation will be accepted during working hours only.

12. Indemnity

Neither VT Solutions nor its employees or agents shall be liable to the Customer in contract, tort (including negligence or to the extent permitted by law breach of statutory duty) or otherwise for any loss of profits, anticipated savings or consequent loss whatsoever.

13. Non Exclusion of Legal Rights

These conditions of sale do not and shall not be taken as applying to exclude, restrict or modify in any manner whatsoever.

- a) The rights conferred upon Customers and other by those laws that cannot be lawfully excluded, restricted or modified.
- b) The remedies conferred on a Customer by any such law.
- c) The exercise of any such rights by a Customer or:
- d) Any mandatory condition which cannot be excluded by a contract between the parties to a sale of goods.