

Terms & Conditions of Purchase

GFI ENTERPRISES LIMITED GENERAL TERMS AND CONDITIONS OF PURCHASE (01) OCTOBER 2012

1. DEFINITIONS.

'Purchaser' means GFI Enterprises Limited and includes its representatives, successors and assigns. 'Seller' means the person, firm or company named in the Purchase Order to supply Products and includes its legal personal representatives, successors and assigns. 'Products' shall mean the goods, materials, equipment, items, documents and services which are to be provided by Seller to Purchaser in accordance with the Purchase Order. 'Purchase Order' shall mean the Purchase Order document, Terms and Conditions, and the technical specifications, data, drawings, schedules, supplements and Exhibits attached thereto.

2. INTERPRETATION.

Conflicts in this Purchase Order will be resolved by the following order of precedence: (1) Any subsequent PO amendment signed by both parties; (2) Any Special Terms and Conditions, attached or written into the Purchase Order. (3) These General Terms and Conditions of Purchase. All instructions, notices, agreements, authorisations, approvals and acknowledgements shall be in writing. All correspondence and other documents shall be in the English language. If any provision of the Purchase Order is held to be invalid or unenforceable, it will not affect the other provisions of the Purchase Order and all such provisions shall remain in full force and effect. The Purchase Order is the entire agreement between Purchaser and Seller and supersedes all prior agreements, understandings and commitments between the parties. No changes to the Purchase Order are binding upon either party unless made in writing and signed by the authorised representatives of the parties.

3. ACCEPTANCE.

This Purchase Order does not constitute an acceptance by Purchaser of any offer, quotation, or proposal by Seller. Any reference to such offer, quotation, or proposal made by Seller is solely for the purpose of incorporating the description and specifications of the Products contained therein to the extent not in conflict with the description and technical specifications on the face of the Purchase Order. Unless otherwise stated to the contrary, the terms and conditions of this Purchase Order shall have precedence over any other terms and conditions. By acknowledging receipt of this Purchase Order (or by an performance hereunder, including shipping the Products or performing the Services, or upon the passage of five (5) days after Seller's receipt of the Purchase Order without written notice to Purchaser that Seller does not accept), Seller agrees to the terms and conditions in this Purchase Order. Any additional or different terms and conditions contained in any acknowledgement of this order by Seller shall be deemed objected to by Purchaser without need of further notice of objection and shall be of no effect nor in any manner binding upon Purchaser unless accepted by Purchaser in writing.

4. DELIVERY.

Delivery in accordance with the agreed delivery date(s) is an essential requirement of the Purchase Order, and Seller will safely and diligently carry out all necessary actions and processes required to meet the agreed delivery date(s). If delivery or completion cannot be accomplished within the time specified, Seller shall at its own cost take all necessary steps to expedite its progress, including, but not limited to, additional shifts, manpower or equipment,

overtime, or air freighting to meet the delivery date(s). Seller shall notify Purchaser of any actual or anticipated delays immediately upon discovery, including the corrective actions being taken.

5. PRICES AND PAYMENTS.

Prices are firm and not subject to escalation or exchange rate variation. Prices include all charges and expenses in connection with the packing of the Products and their carriage to the delivery point specified in the Purchase Order. Invoices must be submitted in accordance with the instructions of Purchaser. Prices include all taxes, including but not limited to corporation taxes, sales taxes, employee income or social taxes and customs, excise and import duties that may be levied at the place of manufacture or may be incurred in reaching the agreed delivery point. Purchaser may withhold from payments due to Seller any amounts prescribed by applicable law in respect of withholding taxes. Except and otherwise stated on the face of the Purchase Order, Unless otherwise stated in the Purchase Order, Purchaser will pay Seller's correct invoice forty-five (45) days after receipt of the invoice and delivery of all required documents and products including drawings, data, valid licence agreements for all software provided, operating instructions, manufacturing record books, and installation instructions as called for in the Purchase Order. Purchaser will have the right to set off against any amounts which may become payable to Seller, any amount which Seller may owe Purchaser or any of its affiliated, related or subsidiary companies.

6. CANCELLATION.

This Purchase Order may be cancelled by Purchaser at any time upon written notice to Seller. Upon receipt of such notice, Seller shall, unless the notice requires otherwise, immediately discontinue work as specified in the notice, stop placing orders and cooperate with Purchaser to obtain cancellation on orders to sub-suppliers or assign those orders to Purchaser, Payments will not be made for Products of Seller's standard manufacture which have the potential for resale. Upon cancellation for Products which are not of standard manufacture, Purchaser will pay to Seller an equitable adjustment to include: (1) all amounts due and not previously paid to Seller for Products completed in accordance with the Purchase Order prior to such notice, and for Products thereafter completed as specified in such notice; (2) a reasonable amount for any Products then in production; (3) actual documented and reasonable costs of settling and paying claims arising out of the cancelled orders provided that Seller has cooperated with Purchaser in the resolution of those orders. The total sum paid on cancellation shall not exceed the total Purchase Order value less any payments already made and the Purchase Order value of Products not terminated, and will not include any consideration for loss of anticipated profits on the terminated Products, all claims for which Seller agrees to waive.

7. DEFAULT.

Purchaser may terminate the Purchase Order in whole or in part if Seller (i) fails to perform or comply with any obligation under this Purchase Order, including obligations for timely delivery or compliance with quality standards; or (ii) becomes bankrupt or insolvent or has a receiving order made against it. Seller will continue the performance of any part of the Purchase Order not terminated.

8. SHIPPING AND DELIVERY.

Any reference to Incoterms shall be to the International Chamber of Commerce "Incoterms 2010" publication. Seller must properly mark and segregate the Products. Each loose item shall be marked or tagged with the Purchase Order number and item number. Seller shall use

any special marking specified in the Purchase Order. Seller must ensure that the Products are properly packed, secured and labeled in accordance with generally accepted good industry practice and to meet Purchaser's requirements specified in the Purchase Order. All shipments must include two (2) legible packing lists, with the description of each item, including serial numbers or other form of positive identification. All packages, shipments, correspondence, documents, and invoices must show Purchaser's name, Order number and item number, where applicable.

9. QUALITY CONTROL, ASSURANCE AND INSPECTION.

Seller shall provide Purchaser and/or Purchaser's customers with the opportunity to inspect, test, and/or witness testing of the Products wherever they may be located. Purchaser shall have the right to reject any Products which are defective or inferior or which do not pass any such test. Inspection, testing, witnessing testing, acceptance or use of the Products by Purchaser or its customer shall not relieve Seller of any warranty, obligation and/or liability under the Purchase Order. If so requested by Purchaser, Seller shall supply schedules, progress reports and un-priced copies of Seller's sub purchase orders. Seller shall implement and maintain a Quality Control / Quality Assurance System which accords and complies with the principles and guidelines of ISO 9001. Seller shall use effective quality assurance programs in providing Products that comply with all applicable technical codes and practices. Seller shall provide all reasonable assistance, at its own cost and expense, to Purchaser in relation to inspection and audit requirements at Seller's premises, including the provision of invitation letters, assistance with visa requirements, access to facilities, including suitable facilities while Purchaser and its customers are on Seller's premises.

10. HAZARDOUS AND TOXIC SUBSTANCES.

If the Purchase Order requires the transfer to Purchaser by Seller of any chemical substance or mixture, or any material which may generate or release a chemical substance or any hazardous agent, Seller shall provide before or with said transfer a Material Safety Data Sheet and label, which are current, accurate and complete. Copies of the Material Safety Data Sheet shall include the Purchase Order number, shipping location, and shall be sent to the shipping location identified in the Purchase Order.

11. WARRANTY.

Seller represents and warrants that the Products are fit for purpose, merchantable, free from all defects in design, workmanship and material, and in strict accordance with any plans or specifications provided by Purchaser or Seller. Seller further warrants that all Products shall be new and of best quality and fully in accordance with the provisions of the Purchase Order. Seller shall repair or replace (including removal, reinstallation, access, shipping and labour costs) at Seller's sole cost and risk any Products or workmanship which does not comply with the provisions or warranties of the Purchase Order and which are discovered within twenty four (24) months after delivery of the Products. The warranty period will be extended for any periods of loss of use of the Products during repair or replacement. Any repaired or replacement parts or Products shall be warranted for a further period of twenty four (24) months. Should Seller not immediately begin and diligently proceed to complete such repair or replacement, Purchaser may perform the necessary remedy itself or have it performed by third parties, and any costs will be borne by Seller. Such costs may be recharged to Seller at Purchaser's customary rates and mark-up and withheld from any amounts owed by Purchaser to Seller. All costs and damages in connection with defective or non-complying Products shipped or delivered by Seller or relating to the return thereof shall be borne by Seller. Purchaser expressly reserves the right to assign Seller's warranty to any third party. The

above rights and warranties are in addition to any warranties or remedies that exist under law. All expressed or implied warranties are material and shall survive delivery or the termination of the Purchase Order in whole or part.

12. CHANGES.

Purchaser may direct changes to Products at any time. If any such change causes an increase or decrease in the cost of or timing required to provide the Products, an equitable adjustment may be made in the price or delivery schedule, or both, and the Purchase Order shall be modified by a written change order executed by both Purchaser and Seller. If Seller cannot comply it will notify Purchaser in writing within five (5) days of receipt, otherwise the change will be deemed accepted. Any request by Seller for an adjustment under this section must be asserted within ten (10) days from the date of receipt by the Seller of the notification of change. However, nothing herein shall excuse Seller from proceeding with the change to the Purchase Order.

13. INDEMNITY.

Seller shall defend, indemnify and hold Purchaser, its parent, affiliated and subsidiary companies and its officers, directors, employees, agents, assigns, representatives, suppliers, contractors and subcontractors and the subrogees of said parties ("Purchaser Group") harmless from and against any loss or liability, including legal expenses, arising out of any and all claims, demands, debts, damages, losses, actions, suits, expenses or costs arising out of or in connection with any damage to or loss of property and equipment or arising out of or in connection with injury to or death of any person, in any way sustained or alleged to have been sustained in connection with or by reason of the performance of the Purchase Order, even if arising out of the sole, contributory or concurrent negligence or fault, strict liability or breach of duty (statutory or otherwise) of Purchaser Group.

14. INSURANCE.

Seller shall provide and maintain such insurance policies as required by applicable law within the jurisdictions where Seller is required to operate. The existence of the foregoing insurances shall not limit or in any way reduce Seller's liabilities under the Purchase Order.

15. INTELLECTUAL PROPERTY.

Seller shall acquire for the benefit of Purchaser and Purchaser's customer all patent, design, copyright, trademark and other intellectual property rights in the Products necessary to allow the installation, operation, maintenance and repair of the Products. Seller hereby grants to Purchaser and Purchaser's customer a permanent, irrevocable, royalty-free license to any and all such intellectual property rights that may subsist in the Products for use in connection with the operation, maintenance and repair of the Products. Seller shall defend, indemnify and hold harmless Purchaser and Purchaser's customer against any and all liability, loss or expense arising out of any claim, action or litigation in respect of any alleged or actual infringement of any patent, copyright, proprietary or trademark, or any other intellectual property right resulting from the use or resale of the Products or any part thereof or arising out of or in connection with Seller's performance of its obligations under the Purchase Order. Seller shall provide, prior to delivery, valid license agreements for all software provided in connection with the Purchase Order. Except for such data and records considered proprietary by Seller and so identified by Seller, all data and records developed by Seller under the Purchase Order shall be the property of Purchaser.

16. LIENS AND CLAIMS.

Seller shall timely pay all of its debts, including, without limitation, employee wages and benefits and charges of vendors and contractors providing products or services related to Products. Seller shall not create or allow or do any act, deed or thing which could result in the creation of a lien on Purchaser or Purchaser's customer's property, including Products. Seller expressly waives all rights under contract, law and equity to lien or otherwise encumbers such property and shall indemnify and hold harmless Purchaser from any liens, claims, assertions, demands, debts, fines and the like arising out of or connected with this Purchase Order. Upon request, Seller shall promptly execute an acknowledgement or waiver as Purchaser may require confirming Seller's compliance with this clause.

17. ASSIGNMENT AND SUBCONTRACTING.

Seller shall not assign the Purchase Order or any part thereof without the written consent of Purchaser. Purchaser reserves the right to assign the Purchase Order to any parent, subsidiary and/or affiliated company of Purchaser or to a customer of Purchaser. Seller must have Purchaser's prior written consent to subcontract any work under this Purchase Order.

18. INDEPENDENT CONTRACTOR.

Seller shall at all times remain an independent contractor and neither Seller nor its employees, agents or representatives shall be deemed to be employees, agents or representatives of Purchaser.

19. COMPLIANCE WITH LAWS.

Seller shall comply with all applicable laws, ordinances, rules and regulations in connection with supplying the Products. Seller certifies compliance with all applicable employment and workplace safety laws and regulations. Seller shall defend, indemnify and hold Purchaser its affiliates, related and subsidiary companies and its and their employees, agents, contractors and subcontractors harmless from and against any claim or proceedings resulting from any non-compliance herewith.

20. TRADE COMPLIANCE.

Seller shall comply with all applicable customs, export and import laws and regulations, including but not limited to those related to trade embargoes and sanctions. Seller will obtain the necessary export control licenses and permits to deliver the Products to Purchaser. Seller must provide a full and complete description of the Products, together with corresponding World Customs Organization Harmonized System Codes (HS numbers, which must be 10 digits for US origin goods) and export licensing information prior to delivery of any Products to Purchaser. Seller must ensure that the HS numbers for any Products are clearly stated against each line item within the commercial invoice. Seller also agrees that, in its performance of the Purchase Order, it is solely responsible for the required compliance with any applicable import, export laws and regulations, including re-export laws. When any Goods (or part of the Goods) are subject to export control laws and regulations imposed by a government, Seller will provide NesscoInvsat with applicable Export Commodity Classification Numbers and harmonised Tariff Schedule Numbers for Goods including certificates of manufacture in accordance with the origin rules imposed by governmental authorities. Seller acknowledges that NesscoInvsat will rely on the information provided by Seller, including the determination as to whether any U.S. or foreign export or import license is required for the export of the supplied materials to the country of destination. Failure to strictly comply with this requirement will cause Purchaser to incur delays in customs and

clearance formalities and may lead to the imposition of fines and penalties, which may be withheld from payments to Seller.

21. ETHICS AND COMPLIANCE.

Seller will conduct its operations in a lawful manner and in a manner that is consistent with the highest ethical standards prevailing in the business communities which it operates. Seller will keep books and records in a complete and accurate manner. The maintenance of the highest reputation for integrity is essential and is not under any circumstances to be sacrificed for the sake of results. Seller hereby represents, warrants and covenants that it will not, directly or indirectly, in connection with the Purchase Order and the business resulting therefrom, offer, pay or promise to pay or authorize the giving of money or anything of value to any employee, director, agent or representative of Purchaser or a government official, to any officer or employee of a public international organization, to any political party or official thereof or to any person while knowing or being aware of a high probability that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly for the purpose of: (1) influencing any act or decision of such official, officer, employee, director, agent, representative, political party, party official or person in his or its official capacity, including a decision to fail to perform his or its official functions; or (2) inducing such official, officer, employee, director, agent, representative, political party or person to use his or its influence with the government or instrumentality thereof or organization to affect or influence any act or decision of such government or instrumentality or organization or to obtain an improper advantage in order to assist Seller in obtaining or retaining business for or with a directing business to Purchaser or any other person in relation to the Purchase Order. Seller shall ensure that its contracts with its Subcontractors contain provisions which are in conformity with and no less stringent than these provisions. Any breach by Seller of this provision shall be considered a material breach of the Purchase Order.

22. CONFIDENTIALITY.

Seller shall obtain prior approval of the text of any announcement, publication or other type of announcement concerning the Purchase Order that Seller or its subcontractors /sub-vendors wish to release for publication. Seller will treat information that it acquires from Purchaser as confidential and will not disclose such information to any party except as may be required for the performance of the Purchase Order. Seller will enter into a specific confidentiality agreement if requested by Purchaser. All technical data, standards, specifications, drawings and the like furnished to Seller are and shall continue to be the property of Purchaser or its customer. All such material and copies of it shall be returned to Purchaser, upon request, promptly following completion of the Purchase Order.

23. SPARE PARTS.

If Seller discontinues the manufacture of Products or any part thereof, it shall stock sufficient spare parts to effectively maintain the Products for the life of the Products, which shall be for a minimum of ten years. Seller must advise Purchaser in writing prior to commencement under this Purchase Order of any planned discontinuation related to the Products.

24. DOCUMENTS.

Where required by the Purchase Order Seller shall submit a detailed list of all data/documents that will be provided along with the scheduled date of issue for each data/document item on the list, within two weeks from Purchase Order issue date. The list shall be subject to review and approval by Purchaser. Final invoice payment may be withheld until all required documentation is received and accepted by Purchaser.

25. TITLE.

Seller warrants good title to all materials used in Products, free and clear of all liens, claims and encumbrances. Title to Products shall pass to Purchaser when (a) the Products are delivered to designated delivery point or as otherwise identified in the Purchase Order or (b) materials are paid for; whichever of the foregoing occurs first. Any portion of the Products or material components thereof shall be clearly identified in a manner acceptable to Purchaser as being the property of Purchaser and shall be segregated from Seller's property. Seller shall take or cause to be taken all steps necessary under the laws of the appropriate jurisdiction to protect Purchaser's title thereto, and Seller shall protect, defend and hold Purchaser, its affiliates, related and subsidiary companies and its and their employees, agents, contractors and subcontractors harmless against claims by other persons with respect thereto. All drawings, manuals, documents, engineering, computer disks, computer tapes and other data prepared or furnished by Seller in connection with the Purchase Order shall become the property of Purchaser at the time of preparation. Notwithstanding transfer of title, Seller will be responsible for safeguarding and maintaining and for risk of loss or damage to the Products until receipt by Purchaser at the designated point of delivery. Title and risk to the Products or any part thereof which does not comply with the requirements of the Purchase Order and which are rejected by the Purchaser shall revert in the Seller.

26. FUTURE UPDATES, BULLETINS AND RECALL NOTICES.

Seller agrees to send all future product update bulletins, recall notices, safety alerts, maintenance notices, etc, to Purchaser at the address listed on the cover page of the Purchase Order. Notices which have safety implications must be advised immediately by telephone and confirmed in writing within 24 hours.

27. ACCOUNTING RECORDS AND AUDIT.

Seller and its subcontractors and vendors shall keep accurate accounts and time records showing all costs and charges incurred in accordance with generally accepted accounting principles and procedures. Purchaser, or its authorized representatives shall have the right to examine and audit, during customary business hours, all books, records, accounts, correspondence, instructions, specifications, plans, drawings, receipts and invoices of Seller and its subcontractors and vendors in so far as they relate to any part of the Purchase Order. This audit right shall prevail for a period of five (5) years from the date of delivery or earlier termination of the Purchase Order.

28. ULTIMATE CONSUMER.

To the extent that Purchaser is not the ultimate consumer of the Products, all rights, benefits and remedies conferred upon Purchaser by the Purchase Order shall also accrue and be available to such ultimate consumer, which for the avoidance of doubt shall include any of Purchaser's customers to which the Products are re-sold.

29. NOTICES.

All notices and other communications provided for in the Purchase Order shall be in writing and shall be delivered by post, fax, electronic mail (subject to the originating party receiving a 'read' receipt from the receiving party) or by hand to an authorised representative of the party to whom such notice is directed at the address set out on the face of the Purchase Order or such other address as may, from time to time, be notified to the other party in writing.

30. GOVERNING LAW AND VENUE.

The Purchase Order shall be governed by and construed in accordance with the laws of

England. Any and all disputes, controversies or differences which may arise between the parties hereto, out of or in relation to or in connection with the Purchase Order or breach thereof shall be referred to and settled by arbitration to be held in London, England, in accordance with the rules of the London Court of International Arbitration (LCIA) as a present in force. The number of arbitrators shall be three (3), chosen in accordance with the LCIA rules, unless both Parties agree to use a sole arbitrator. The language to be used in the arbitral proceedings shall be English. The award rendered by the arbitrator(s) shall be final and binding upon the parties. Each party irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the choice of law, means of resolving disputes or venue for or enforcement of any award related to arbitration in accordance with this clause arising from or relating to the Purchase Order.

31. INSPECTION.

All Goods delivered are subject to inspection and acceptance by Purchaser at its facility regardless of prior inspections or payment. If Goods received do not meet the quality or quantity ordered Purchaser may return them to Seller at Seller's risk and expense or hold them at Seller's risk.

32. WAIVER AND SEVERABILITY.

Purchaser's right to require strict performance of the terms of the Purchase Order will not be affected or waived by any failure to enforce any of the terms or by Purchaser's acceptance of performance under the Purchase Order. If any provision (or a part) of the Purchase Order is declared invalid or unlawful, the remaining provisions will not be affected and the Purchase Order will be construed as if the invalid or unlawful provision (or part) had not been included.

33. HEADINGS.

The section headings in this document are solely for convenience and will not be considered in its interpretation.

34. SURVIVING CLAUSES.

The provisions of this document relating to Warranty, Indemnity, Intellectual Property, Confidentiality, Governing Law and Venue will survive its termination.