

CCL Supply Terms and Conditions

Definitions

In these Conditions:

- (a) **“Buyer”** means person whom issues the Purchase Order;
- (b) **“Terms and Conditions”** means the terms and conditions contained in the Purchase Order;
- (c) **“Goods”** means all goods referred to in the Purchase Order whether raw materials, processed materials or fabricated products to be supplied by Seller;
- (d) **“Intellectual Property Rights”** means any patent, copyright, design or trade mark and any right to registration of any patent, copyright, design or trade mark, or any other similar or other like right, including rights to trade secrets, know-how and proprietary or confidential information;
- (e) **“Price”** means the price to be paid by Buyer to Seller for the Goods or Services;
- (f) **“Purchase Order”** means Buyer’s purchase order;
- (g) **“Seller”** means the Person to whom the Purchase Order is issued;
- (h) **“Services”** means services referred to in the Purchase Order to be provided by Seller;
- (i) **“Person”** includes legal person.

1. ACCEPTANCE AND MODIFICATION OF TERMS

Buyer’s acceptance of these terms and conditions shall be indicated by any of the following, whichever occurs first.

- a. Buyers written acknowledgment:
- b. Buyers acceptance of any shipment of all or any part of the goods specified on the front side of our invoice and or delivery note hereof:
- c. Buyers failure to cancel its purchase order in writing via facsimile, registered mail or email before goods are invoiced and delivered or in the case of special order prior to order placement with third party supplier; or
- d. Any other act or expression of acceptance by Buyer. Buyers acceptance is expressly limited to the terms and conditions hereof in their entirety without addition, modification or exception. Any other terms, condition, proposal modification hereafter submitted by Buyer (whether oral or in writing is hereby objected to and is hereby rejected by Seller, unless specifically accepted in writing. These terms and conditions shall constitute the final, complete and exclusive agreement of Buyer and Seller with respect to the subject matter hereof and shall supersede all prior offers, negotiations, understandings and agreements unless Buyer and Seller have executed a master contract which expressly supersedes and replaces these terms and conditions.

CCL Supply Terms and Conditions

2. PRICES, PAYMENT TERMS AND TAXES

a. All goods sold pursuant to this invoice are at the prices set forth on this invoice hereof. Failure to specifically list the prices on the invoice shall result in an agreement to change Seller's prevailing price from its price list.

b. In the event any price structure offered to Buyer may be based upon minimum expected purchases by Buyer. Buyer is expected to purchase no less than the minimum number of goods specified in such price structure within the period specified determined by the parties, or within a reasonable time if none is specified. If Buyer fails to purchase at least the minimum number of goods specified for the applicable period. Buyer shall pay to Seller the difference between the prices paid by Buyer and Seller's standard prices for the quantity actually purchased upon receipt of invoices from Seller.

c. Prices are exclusive of all government excises, sales, use, occupational or like taxes, duties, fees or charges now in force or enacted in the future. Any such tax, duty, fee or charge of any nature whatsoever imposed by the government authority on, or measured by, the transaction between Seller and Buyer shall be paid by Buyer in addition to the prices quoted or invoiced. In the event that Seller is required to pay any such tax, duty, fee or charge at the time of sale or thereafter, Buyer shall reimburse Seller therefor.

d. Buyer shall, without setoff or adjustment, pay Seller in full in Jamaican Dollars for each delivery of goods. Unless otherwise stated to the contrary on the invoice hereof, payment terms shall be fifteen (15) days after receipt of invoice. In the event any account becomes 30 days past due, it shall be subject to a monthly interest charge of 3% per month. In the event the Buyer fails to timely pay this or other invoice, Seller shall have the right in addition to all other remedies it may have at law or in equity, to cancel this or any other outstanding purchase order which has been previously accepted by Seller.

3. DELIVERY

a. The time of delivery is the time the goods to be delivered are picked up by Buyer or Buyer's agent or delivered to Buyer by Seller.

b. Title to the goods shall pass to Buyer upon delivery of the goods by Seller to Buyer's agent. Upon delivery, Buyer shall be responsible for and bear the entire risk of loss of damage to the goods.

c. The Seller retains an insurable interest in the goods up until the Buyer's liability for the goods with the Seller is liquidated.

4. **SHIPMENT.** Delivery dates provided or confirmed by Seller are approximate only. Delivery can be made as many 15 days prior to or as many as 30 days after the schedule delivery date. Unless otherwise specified, the good shall be shipped in standard commercial packaging. When special or export packaging is requested, or in the opinion of Seller, required under the circumstances, the cost of the same, if not set forth on the invoice, will be separately invoiced.

CCL Supply Terms and Conditions

5. **SALE CONVEYS NO LICENSE.** The goods are offered for sale and are sold by Seller subject in every case to the condition that such sale does not convey any license, expressly or by implication, estoppels, or otherwise, under any patent or other intellectual property claim with respect to which Seller can grant licenses covering complete equipment, or any assembly, circuit combination, method of process in which any such goods are used as components. Seller expressly reserves all its rights under such patent or other intellectual property claims.

6. **INSPECTION.** Buyer shall inspect goods immediately upon delivery which are the subject of this invoice. If any of the goods are defective and within the terms of the warranty set forth below, Buyer shall notify Seller immediately, obtain Seller's written permission to return the particular goods and return such defective goods to Seller, in the same condition as delivered and in the same or an equivalent shipping container with a description of such defect.

7. LIMITED WARRANTY.

a. For all goods for which the manufacturer provides a warranty, Seller makes no warranty of any kind. Rather, Seller will act as Buyer's agent (where applicable) for the sole purpose of making a claim on the manufacturer's warranty, except that Seller has no obligation to commence litigation or incur any out of pocket cost on Buyer's behalf.

b. Our products are warranted and service procedures are subject to Kyocera International warranty standards. Our service charter procedure is as follows:

Multifunctional products/printers

Copiers And Consumables Limited ("CCL") warrants to its Customers that its new Multifunctional Products/ Printers (both referred to herein as "MFP/Printers") will be free from defects in workmanship and material under normal use and service for a period of 12 - 36 months (refer to CCL warranty schedule) from Copiers And Consumables Limited's invoice date to our customer, or the specified number of copies/prints as listed in CCL warranty schedule, whichever is earlier. Instances of predetermined contracts can express warranty as time only.

Copiers And Consumables Limited obligation hereunder is expressly limited to providing Customers with the parts required to repair the MFP/Printer at Copiers And Consumables Limited's election. Consumables Kits, electrical parts, exterior covers, and all labour costs outside of the predetermined warranty schedule, are specifically excluded from this warranty.

This warranty does not cover MFP/Printers, which:(a) have become damaged due to operator negligence, misuse, accidents, improper storage or unusual physical or electrical stress, (b) have used parts or supplies which are not genuine Kyocera brand parts and supplies approved and supplied by Copiers And Consumables Limited (c) have been installed or serviced by a technician not employed by Copiers And Consumables Limited or an Authorized Copiers And Consumables Limited Agent, (d) have had the serial number modified, altered, or removed, (e) Removal of equipment from its original place of installation without prior approval and/or supervision by a CCL representative.

CCL Supply Terms and Conditions

Note: The warranty schedule of machines warranty volume will be updated from time to time to reflect new MFP/Printer Model introductions. In addition, new MFP/Printer Models have similar warranties but the number of prints may vary.

Consumables Kits. Consumables Kits consist of the drum unit, fusing unit, developer units and transfer belts. Components of Consumables Kits included with the original MFP are warranted against defects in material and workmanship for a period of 12 months from installation with first end-user, or 80% of its useful life, whichever occurs first (referred to herein as the "Original Consumables Kit Allowance"). Replacement Maintenance Kits purchased and installed after the Original Maintenance Kit Allowance has expired, shall have a limited warranty of 30 days or 25% of its volume, whichever comes first.

This warranty is made in lieu of all other warranties and conditions, express or implied, and copiers and consumables limited specifically disclaims any implied warranty or condition of merchantability or fitness for a particular purpose. This warranty shall not extend to, and copiers and consumables limited shall not be liable for, any incidental or consequential damages which may arise out of the use of, or inability to use goods.

8. RETURN PROCESS

We at CCL value our relationship with you and want to make sure that you are satisfied with your purchases. Under our return policy, products purchased at CCL direct that are unopened and undamaged may be returned for credit within 5 Calendar days from original invoice date for a credit or a refund of the purchase price paid, less shipping and handling and applicable restocking fees of fifteen (15) percent.

Refused shipments of valid orders are also subject to restocking fees. Products must be returned to CCL in their original packaging, in new condition along with any media, documentation and all other items that were included in the original shipment, prepay shipping charges and insure the shipment or accept the risk of loss or damage during shipment. If the product or any of the product parts, components or accompanying items have been used or are missing or damaged, CCL may reject the return or charge an additional fee, at CCL's discretion. CCL strongly recommends that you fully insure your return shipment in case it is lost or damaged and use a carrier that can provide you with proof of delivery for your protection.

In the event that the seller erred and shipped the wrong item/accessory, the seller shall deliver the replacement at no additional costs to the buyer.

9. LIMITATION OF LIABILITY.

a. Seller shall not be liable for any loss, damages, or penalty resulting from delay in delivery or failure to deliver when such delay or failure to deliver is due to causes beyond the reasonable control of Seller, including but not limited to supplier delays or shortages, acts of God, labour unrest, fire, explosion, windstorm or earthquake. In the event of any such delay, at Seller's sole option, the delivery date may

CCL Supply Terms and Conditions

be extended for a period equal to the delay or Seller may terminate this order without liability to Buyer or Seller.

b. Seller's liability under, for breach of, or arising out of this agreement and/or sale shall be limited to refund the purchase price. In no event shall seller be liable for cost of procurement of substitute goods by buyer. In no event shall seller be liable for any special consequential, incidental, indirect or other damages (including without limitation, loss of profit) whether or not seller has been advised of the possibility of such loss, however caused. Whether for breach or repudiation of contract, breach of warranty, negligence or under any other theory of liability. This exclusion includes any liability that may arise out of third party claims against buyer. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

10. SUBSTITUTIONS AND MODIFICATIONS. Seller shall have the right to make substitutions and modifications in the specification of goods sold by Seller provided that such substitutions or modifications will not materially affect overall performance of the goods.

11. RESCHEDULE/CANCELLATION.

a. For goods carried by Seller in stock, in the event Buyer cancels its Purchase Orders or otherwise defaults in honouring its Purchase Orders. Seller is entitled to receive payment from Buyer, as liquidated damages, an amount equal to 10% of the total purchase price of the goods in question. For special order goods, in the event of such default or failure to honour, Seller shall be entitled to all rights and remedies available to it under the law.

b. No cancellation for cause by Buyer shall be effective unless Seller shall have failed to correct such alleged default within thirty (30) days after receipt by Seller of written notice setting forth in detail all such instances of default.

12. BANKRUPTCY. If either party (i) becomes bankrupt or insolvent; (ii) compounds with his creditors; (iii) commences to be wound up, or; (iv) suffers a receiver to be appointed. Either party shall be at liberty, by providing notice in writing, to cancel this contract without judicial intervention or declaration of default of either party and without prejudice to any right or remedy which shall have accrued or shall accrue thereafter to either party under this agreement.

13. ACCEPTANCE BY BUYER; ENTIRE AGREEMENT.

a. The terms and condition set forth herein and any master agreement between the parties constitute the entire agreement between Seller and Buyer. Seller shall not be bound by any terms of Buyer's purchase order which are inconsistent with the terms set forth herein and all such inconsistent terms are hereby objected to and rejected.

b. This contract may not be modified, supplemented, qualified or interpreted by any trade usage or prior course of dealing.

c. Buyer hereby acknowledges that it has not entered into this contract in reliance upon any warranty or representation by any person or entity except for the warranties or representations specifically set forth herein.

CCL Supply Terms and Conditions

14. **WAIVER.** The failure by Seller to enforce at any time, any of the provisions of this contract, or to exercise any election or option provided herein, or to require at any time, the performance by Buyer of any of the provisions herein, shall not in any way be construed as a waiver of such provisions.

15. **ERRORS.** Stenographic and clerical in sales made under this contract are subject to correction.

16. **REMEDIES.** Sellers remedies stated herein are in addition to all other remedies available to Seller at law or in equity or under contract.

