ICTSI SPL General Purchase Conditions

These General Purchase Conditions ("GPC") apply to purchases of products/goods released by South Pacific International Container Terminal Limited with its registered office (to referred to as "the Customer"). Addresses of deliveries of products/goods are indicated in each Order placed with the Supplier.

I. PACKAGING

Packaging of products/goods shall ensure full safety during transport. The Supplier is obliged to ensure packaging appropriate for properties and quantity of products/goods, which constitute subjects of a given Purchase Order.

II. CONDITIONS OF DELIVERY OF PRODUCTS / GOODS

1. Two (2) working days before shipment, the Supplier shall notify the Customer by for e-mail message sent to the e-mail address of the contact person of shipment of Products/Goods. The information shall contain the following data:
a) Purchase Order no.
b) Shipment date
c) Item number as per specifications included in the Purchase Order.

2. In the event that a Purchase Order includes comments concerning the necessity to attach to the Products/Goods such documents as declarations of compliance, certificates and approval as required by law provisions, such documents will be necessary for acceptance of Products/Goods to the Customer's Warehouse. In the event of absence of the documents required or delivery, Products/Goods may be returned to the Supplier.
3. Deliveries of Products/Goods are accepted in SPICTL Warehouse between 9.00 - 17.30 from Monday to Friday.
4. The access to the protected area of SPICTL is possible only upon presentation of permanent or one-time passes issued by SPICTL. Any cost arising from passes issued by SPICTL Authority to SPICTL zone is carried by supplier.
5. Unless the parties provided otherwise, prices include costs of transport of Products/Goods to the Customer's Warehouse (loco Customer's warehouse), packaging, insurance and any license and patent costs or costs resulting from other ownership rights as well as any other possible charges.
6. The title of ownership and risk is transferred onto the Customer as of acceptance of Delivery of Products/Goods in the delivery place indicated by the Customer.
7. The Supplier declares that delivered Products/Goods are not subject to any seizure of ownership title in favour of any third party and that he/she is exclusively entitled to seize the ownership title in favour of any third party ownership and transfer the title as well as he/she waives the right to ownership title to the Products/Goods included seize the in the Purchase Order.

III. CONTRACTUAL PENALTIES

1. In the event of a delay in delivery of Products/Goods, the Supplier shall pay to the Customer a contractual penalty amounting to 0.5% of the gross value of a given order for each day of delay.
2. In the event that the delay exceeds 7 days, the Customer shall be entitled to withdraw from the agreement. In such a case, the Supplier, regardless of payment of the contractual penalty referred to in the paragraph 1, shall pay to the Customer an additional contractual penalty amounting to 20% of the gross value of the order, which has not been realized.
3. The obligation to pay contractual penalties does not exclude the possibility to seek damages for failure to perform the agreement or undue performance of the same upon general terms.

IV. WARRANTIES

1. The Supplier grants at least 12-month warranty for delivered Products/Goods. Under the warranty, the Supplier undertakes to replace a defective element for an element free of defects or repair the same, at his own account within 7 days at the latest.
2. The warranty does not include wear and tear of delivered Products/Goods and damage or failure resulting from inappropriate use (i.e. contrary to operation manual or intended use) of Products/Goods covered by the warranty.
3. In the case referred to in the paragraph 1,of this article the warranty period shall be renewed by the period in which the user was not able to use Products/Goods.

V. OTHER CONDITIONS

1. The Supplier undertakes not to transfer to any third persons any rights resulting from realized delivery without the Customers prior consent.
2. The Supplier shall keep confidentiality of information and knowledge obtained during realization of the Order and he/she shall use the information and knowledge only to the extent necessary for realization of the Order for the period of commercial relationship and during three years following cessation of the relationships.
3. Any disputes arising in connection with realization of orders for the customer and interpretation of these General Purchase Conditions, shall be resolved by a Common Court competent for the Customer's registered office.