

General Terms and Conditions

General Terms and Conditions for **Suppliers**

The following general terms and conditions of sales (hereinafter referred to as the "**Terms and Conditions**") shall apply to all purchases made by Rampal Cellular Stockmarket Ltd., and/or its subsidiaries and related companies (hereinafter "**RCS**"), from RCS's Suppliers (hereinafter referred to as "**Supplier**"). These Terms and Conditions apply until further notice and may be amended only by a written instrument by both RCS and the Supplier. The Supplier, by signing this Agreement, hereby agrees that unless otherwise agreed by both parties in writing all sales by them will be subject to these Terms and Conditions and all terms and conditions herein are hereby accepted.

1. Supplier. The Supplier named on each purchase order issued by RCS ("**PO**") shall be the actual Supplier of the goods set forth on each PO ("**Goods**"). RCS reserves the right to refuse shipment of Goods from any third party. RCS also reserves the right to remit payment only to the named Supplier. Any change in the actual Supplier or party to which payment is made must be approved in writing by RCS, and must comply with all applicable laws including those relating to money laundering.

2. Termination. RCS may terminate any PO: (a) immediately for Supplier's failure to comply with these Terms and Conditions, or the terms set forth in the relevant PO; (b) in the event Supplier seeks the protection of any bankruptcy court, becomes insolvent, or makes an assignment for the benefit of creditors; or (c) if a non-affiliated party purchases or acquires control of Supplier. The obligations relating to Warranties, Indemnification, and Limitation of Liability will survive any expiration or termination of any PO.

3. Title. Upon payment for the Goods to the bank account specified by the Supplier's invoice, RCS will obtain free and unencumbered legal title to the Goods, without any third party claims or liens.

4. Time of the Essence. The time specified for delivery in each PO is of the essence and the PO may, at the absolute discretion of RCS, be terminated should the Goods not be received as stated.

5. Shipping, Risk of Loss, and Delivery. Goods shall be shipped in compliance with packaging, labeling, shipping, and documentation requirements of all relevant governmental agencies and authorities. Risk of loss and title to the Goods shall remain with Supplier until RCS actually receives and accepts the Goods.

6. Rejection for Non-Compliance. RCS is entitled to reject the acceptance of the Goods, in whole or in part, should Supplier fail to comply with any of these Terms and Conditions and/or the terms of the relevant PO. In case of non-conformity of Items to specification as shown in the relevant PO, Supplier will reimburse RCS for all amounts paid for such Goods.

7. Previously-Supplied Goods. RCS will not purchase Goods that have previously been supplied to and/or sold by RCS. RCS requires a list of all IMEI numbers or similar serial numbers as may be applicable to the Goods.

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8. Release of Goods. Supplier specifically confirms that receipt of an appropriate MT100 will be accepted as proof of payment and that the Goods will then be automatically and immediately released to RCS or to RCS' designated freight forwarder ("**Forwarder**").

9. Inspection. RCS agrees to accept inspection of the Goods by the Forwarder. Supplier specifically confirms consent to such inspection either by the Forwarder or another third party designated and elected by RCS. However, it is agreed that these inspections are of limited benefit.

10. Compliance with laws and governing law. Supplier will comply with all applicable laws, ordinances, rules, and regulations governing Supplier's duties or responsibilities under these Terms and Conditions. These Terms and Conditions will be governed by and construed in accordance with the laws of England and Wales excluding any such law(s) that might direct the application of the law(s) of another jurisdiction. Supplier is and shall remain in compliance with any and all laws and regulations promulgated or issued, and as amended from time to time, by the Office of Foreign Assets Control of the U.S. Department of the Treasury ("**OFAC**"), and any successor organization ("**OFAC Regulations**"). Supplier represents and warrants that no owners of Supplier (including legal entities) that hold, directly or indirectly, a 50% or greater interest in Supplier are blocked pursuant to any OFAC Regulations and/or appear on: (i) OFAC's list of blocked persons pursuant to Executive Order or OFAC Regulations, as amended from time to time; (ii) OFAC's list of Specially Designated Nationals ("**SDN's**"), as amended from time to time; or (iii)

other lists of prohibited or blocked persons maintained by OFAC, as amended from time to time.

11. Warranty. Supplier warrants that (a) all Goods will be merchantable, fit, and sufficient for the use intended and are not "seconds" (seconds or refurbished); (b) the Items are covered by worldwide manufacturer's warranties and the most favorable warranties Supplier gives to any other customer; (c) Supplier's warranties will be accordance with all laws, rules and regulations governing the same; (d) where applicable, the Goods have been manufactured in accordance with Underwriters Laboratories, Inc. ("**UL**") standards, or if manufactured overseas, the overseas equivalent of UL and the applicable item and/or component items carry the appropriate UL or overseas equivalent seal of approval; (e) Items, packing, and packaging provided will comply with all laws, rules and regulations applicable to delivery for domestic resale.

12. Indemnification. Supplier agrees to defend, indemnify and hold harmless RCS and its affiliates and their respective directors, officers, members, employees or agents against any claim, loss or damage, including those arising out of any patent, copyright or other intellectual property right infringement.

13. Limitation of Liability. Supplier's liability to RCS shall be limited to the total amounts paid by RCS to Supplier during the six (6) month period before such claim arose. RCS shall have no liability to Supplier for termination of any PO in accordance with these Terms and Conditions, or

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for ceasing to do business with Supplier at any time for any reason.

14. Assignment. Supplier may not assign any rights (including the right to receive monies due) or obligations under these Terms and Conditions without RCS's prior written consent. Any purported assignment without such consent will be void.

The undersigned certify to be informed of and accept the above Terms and Conditions

Date: Name:

Signature and Stamp