

General Terms and Conditions of Sale:

These General Terms and Conditions of Sale ("Terms") apply to all deliveries of products and services ("Products") from Multi-Tech Services ("MTS") to any customer ("Customer"). No terms and conditions other than these Terms shall be binding upon MTS and the Customer unless agreed in writing by both MTS and Customer. All terms and conditions contained in any prior communication, which are different from or in addition to the Terms, shall not be binding on MTS unless otherwise expressly agreed in writing by both MTS and Customer.

1. Quotations and PFI's issued by MTS

- 1.1. All quotations and PFI's are valid for 30 days from date of said documents.
- 1.2. All order documents from Customer must indicate the MTS Quotation and/or PFI reference number(s) with acceptance of the MTS General Terms & Conditions Of Sales.

2. Confirmation of Order

- 2.1. MTS shall not be deemed to have accepted an order until a written, including electronic, acceptance of the Customers purchase order by MTS is received by Customer or MTS has received a written, including electronic, timely and unconditional acceptance by Customer of MTS's quotation/PFI and thereby the MTS General Terms & Conditions Of Sales.

3. Terms of Delivery

Unless otherwise agreed in writing between MTS and Customer, the Products are delivered according to the latest effective version of Incoterms as stated on Quotations/PFI's.

Unless otherwise agreed in writing MTS may do partial deliveries. All partial deliveries will be invoiced separately and paid as billed without regard to subsequent deliveries. Failure to pay any partial deliveries may excuse MTS from making all future deliveries.

4. Shipment delay

If Products are not shipped on the promised date Customer is entitled to request a revised shipment date in writing without undue delay. The Customer, as a result of the delay, can make no claims.

5. Delivery

Delivery refers to goods supplied from MTS warehouse(s) as per agreed delivery terms.

- 5.1. Delivery date shall be treated as approximate and MTS shall not be liable for any delay in Delivery.
- 5.2. Upon receipt of Products the Customer shall sign the accompanying MTS Waybill.
- 5.3. In the event of any damage or loss to the Products whether in total or in partial is discovered MTS must be notified within 7 days and comments to this effect must be visible on the accompanying MTS Waybill. Damaged Products or associated packaging should be retained for examination by MTS or any inspection company that MTS may engage.
- 5.4. If Customer fail to take delivery of Products and requests MTS to hold the Products after the agreed delivery date payment will be due as agreed from the date the Products were available for dispatch. If not paid for MTS may sell the Products and charge the Customer for any shortfall below the agreed price.
- 5.5. MTS shall be entitled to determine the route and manner of Delivery of the Products.

6. Prices and Payment

- 6.1. Prices for Products do not include taxes, VAT and duties and as per invoice and Inco Terms as stated under point 3 – Terms Of Delivery.
- 6.2. The Customer shall pay for the Products according to invoice issued by MTS not later than the agreed and stated credit period.
- 6.3. Any query by the Customer relating to the invoice must be made to MTS in writing within 7 days of receipt of invoice.
- 6.4. In the event of default on payment by the due date MTS reserves the right to charge an interest on the amount overdue at a cumulative rate of 2% per month, until payment is made in full.

7. Title and Risk

- 7.1. Immediately upon Delivery risk of the Products will pass to the Customer.
- 7.2. Title in the Products will not pass over to the Customer until MTS has received full payment for the Products and for any other Product that MTS has sold and delivered to the Customer and for which MTS has not received payment in full.
- 7.3. Until Title passes, the Customer hold the Products on behalf of MTS, and must keep the Products free from any charge, lien or other encumbrance and shall keep the Products safe from damage, easy identifiable and separate from other Products in the Customers possession.
- 7.4. Upon full payment of the Products the Customer has the right to resell the Products but not as MTS agent and MTS may terminate that right at any time in any event upon the insolvency of he Customer.

8. Return of Products

Products delivered will not be accepted for return without prior written agreement between MST and Customer. No credit will be given to the Customer for such returns not agreed and any cost incurred by MTS in handling or disposing of the Products will be borne by the Customer.

9. Warranty

- 9.1. MTS are NOT the manufacturers of the "Products" and therefore the Manufacturers , OEM, Supplier and/or their Sub-Suppliers Terms and Conditions of WARRANTY and SUPPLY will apply without exception.

MTS shall be under no liability whatsoever in respect of:

- 9.1.1. Any defects arising from the Customers designs or specifications supplied to MTS by the Customer.
- 9.1.2. Any defect arising from the Customers failure to follow Manufactures instructions in relation to proper use and storage of the Products.
- 9.1.3. Any defect arising as a result of; excessive wear and tear, the Products being incorrectly fitted, subjected to neglect, careless or abnormal conditions, accidents, use of the products outside what they have been designed for or any attempt at repair, replacement and modification.
- 9.2. MTS shall be under no liability under clause 6.1 where the Customer has not complied with the terms of payment set out in clause 6.
- 9.3. If the Customer notifies MTS that it has a claim and if MTS reasonably agrees that the claim is valid, MTS has the option to refund the cost of the Products or repair or replace the Products.
- 9.4. The Customer shall notify MTS of a claim for defect within 3 days from the date of delivery or, where the defect was not apparent on reasonable inspection, within 7 days after discovery of the defect.
- 9.5. Warranty period of Products is according to Manufacturers standard Warranty Conditions and Period.

10. Liability

MTS will not be liable to Customer for any damages in the event of personal injuries or for damages to the Products or plant nor shall MTS be liable for any other damage unless in the circumstances of a specific case Customer can prove that MTS acted with gross negligence agreed by an Independent Arbitrator mutually appointed by MTS and the Customer. There shall be no claims whatsoever for any alleged economic or consequential damage, loss of profit, loss of use or loss of contract.

MTS are NOT the Legal Representatives of any Manufacturer, OEM, Principals, Suppliers and Sub-Suppliers whether MTS is referred to Agent, Representative, Importer, Dealer or Distributor on any agreement that MTS may have with the foregone mentioned.

11. Force Majeure

MTS is entitled to cancel orders or suspend or delay delivery of Products and will not be liable for such cancellation, suspension, or any non-delivery, faulty or

delayed delivery which partly or wholly is caused by circumstances beyond the control of MTS, including, but not limited to, acts of god, riots, civil unrest, war, terrorism, fire, insurrection, requisition, seizure, embargo or defects or delays in deliveries by sub-contractors, strikes, lockouts, slow downs, lack of transportation, scarcity of materials, accidents in product testing, and insufficient supplies of energy or Force Majeure circumstances. All of Customer's contractual rights are suspended or become void in any such circumstances referred to in this clause. Customer is not entitled to any kind of damages or to make a claim whatsoever in case of cancellation or delayed delivery due to such circumstances.

12. Partial invalidity of Terms

If one or more of the terms and conditions in these Terms or any part of a term is deemed invalid, unenforceable, illegal or inoperable, the validity, enforceability, legality or operability of all further terms and conditions shall not be affected or diminished thereby.

13. Disputes

These Terms and Conditions are governed by and construed in accordance with the laws of Ghana and any dispute relating thereto shall be subject to the non-exclusive jurisdiction of the courts of Ghana.