



TERMS AND CONDITIONS OF PURCHASE ORDER

This Purchase Order shall be governed by the terms and conditions set forth below unless the Supplier has signed a separate supply agreement with the Buyer in which case the terms and conditions of that agreement shall govern the provision of Goods under this Purchase Order.

1. Definition
 - 1.1. "Buyer" means WeServ Systems International Inc.
 - 1.2. "Confidential Information" means the specifications, drawings, designs, descriptions, operational and testing information, technical information and data, and all other information of a confidential nature furnished by the Buyer in connection with the Goods and/or Services
 - 1.3. "Goods" means the goods requested by the Buyer to be supplied by the Supplier in the Purchase Order.
 - 1.4. "Price" means the price of the Goods and/or Services.
 - 1.5. "Purchase Order" means this purchase order form and any attachments to it or other items referred to in it but excludes any other printed terms or conditions of sale or purchase or other form of documents.
 - 1.6. "Purchase Terms" means the terms and conditions set out in the Purchase Order
 - 1.7. "Services" means the services requested by the Buyer to be supplied by the Supplier in the Purchase Order.
 - 1.8. "Site" means the site at which the Goods are directed by the Buyer to be delivered, and/or the Services are directed to be performed
 - 1.9. "Supplier" means the recipient of this Purchase Order.

2. OFFER AND ACCEPTANCE

- 2.1. The Purchase Order will only be binding on the Buyer if it is accepted in writing by the Supplier within seven (7) calendar days of the date appearing in the Purchase Order.
- 2.2. The Purchase Order may be varied only with the Buyer's agreement in writing.
- 2.3. The Supplier shall accept any variations to the Purchase Order if the Buyer pays or allows a fair and reasonable additional or reduced cost incurred by the Supplier in complying with the variations. The Supplier must promptly submit a quotation to the Buyer for any requested variations by the Buyer.

3. INVOICE AND PAYMENT

- 3.1. Following delivery of the Goods and/or the Services, the Supplier shall submit itemised invoices in respect thereof.
- 3.2. The Buyer shall pay the Supplier the Price less any set-offs or reductions of amounts disputed by the Buyer within ninety (90) calendar days after the date of delivery of the Goods and/or Services or the date of receipt of such invoices, whichever is the later.
- 3.3. Payment for Goods shall not be deemed to be acceptance thereof, and any inspection or failure to inspect the Goods by the Buyer will not affect its rights in this Clause.

4. WARRANTY

- 4.1. The Supplier warrants that the Goods shall (1) conform with the quantity, quality, description, specifications, scope, duration and the particulars stated in the Purchase Order; (2) be of good quality materials and workmanship; (3) be free from defects in material, workmanship and design; and (4) be fit for the purposes indicated in the Purchase Order. There shall not be variance in the quantity, quality, description and specifications of the Goods unless authorized by the Buyer in writing. The Buyer shall have reasonable time after receipt of the Goods to inspect the same.
- 4.2. For the avoidance of doubt, the Goods shall be delivered to the Buyer free of all liens, encumbrances and charges.
- 4.3. The Supplier warrants that the Services shall be performed in conformance with the specification in the Purchase Order and in a professional manner by qualified personnel trained and skilled in the performance of the specific Services involved

5. DELIVERY OF GOODS

- 5.1. If any of the Goods delivered under any Purchase Order are found at any time to be not in conformity with all applicable specifications and particulars as to quantity, quality, description and other particulars specified in the Purchase Order in any respect, the Buyer shall have the right to return such Goods at the Supplier's cost (and the Goods will be deemed not to have been delivered), and cancel the Purchase Order at the Buyer's sole discretion.
- 5.2. The Supplier shall deliver the Goods in accordance with the agreed delivery schedule. The Buyer shall have the right to claim liquidated damages from the Supplier equivalent to 0.5% of the Price for each day of delay up to twenty (20%) percent of the Price. The said liquidated damages shall also apply to late delivery of replacement items of the Goods.
- 5.3. The Buyer reserves the right to return excess delivery of Goods at the Supplier's expenses.

6. DELIVERY OF SERVICES

- 6.1. The Buyer reserves the right to terminate the Purchase Order forthwith without being liable in damages if the Services performed by the Supplier are defective or does not conform with the Company's specifications, and the Supplier fails to rectify such defect or non-conformity within thirty (30) days after being given notice by the Buyer to do so.

7. TERMINATION

- 7.1. The Buyer reserves the right to cancel the Purchase Order without the need to assign any reason whatsoever by giving two (2) days' notice to the Supplier, if the Goods and/or Services have not been accepted.
- 7.2. Buyer may cancel the Purchase Order, or suspend or withhold payment effective immediately upon written notice to Supplier, if it has a good faith belief that Supplier has breached, or has caused a breach of Clause 12.1, 12.2 and 12.3. Buyer will not be liable for any claims, losses, or damages arising from or related to failure by Supplier to comply with Clause 12.1, 12.2 and 12.3 or related to the cancel of the Purchase Order under this Clause. Supplier shall indemnify and hold Buyer harmless against any such claims, losses, or damages.

8. DELIVERY AND TAXES

- 8.1. The Supplier will deliver all shipments of Goods to the Site, on the stipulated delivery date during the Buyer's usual business hours and, if applicable, shall arrange cargo insurance for the replacement value of the Goods. The time for delivery of Goods by the Supplier shall be of the essence.
- 8.2. The Supplier shall pay all export charges, duties fees, levies, tariffs and similar charges assessed in relation to the Goods which will be excluded from the price thereof, and which will not otherwise be chargeable to the Buyer except to the extent that than applicable law expressly prohibits the Supplier from bearing such charges.
- 8.3. All Goods shipped to the Buyer from abroad shall be securely packed for shipment to the Site as light as possible and in the smallest cubical bulk consistent with safe carriage by ocean vessel, railroad or aircraft (as the case may be) and insurance requirements and shall comply with any other directions with respect to the packing and shipment of Goods issued from time to time by the Buyer. All packaging and boxing costs shall be borne by the Supplier.

9. DOCUMENTATION

- 9.1. The Purchase Order number shall be stencilled or otherwise clearly marked on outside wrapping or casing of all shipments and shall be noted on all invoices and bills of lading.
- 9.2. The Supplier shall provide the Buyer with appropriately completed clean bills of lading and other documentation requested by the Buyer to enable it to claim the Goods from the carrier at the destination designated by the Buyer.

10. RISK

- 10.1. Risk of loss, damage to or deterioration of the Goods shall pass to the Buyer upon execution of a written acknowledgement of receipt of the Goods by the Buyer or another person or entity designated by the Buyer.
- 10.2. If the Goods and/or Services are subject to any acceptance criteria agreed between the parties, the Buyer shall not be obliged to issue such written acknowledgement any time prior to the successful completion of the criteria.

11. CONFIDENTIALITY

- 11.1. The Supplier shall at all times keep Confidential Information strictly confidential and shall not disclose any part thereof to any person.
- 11.2. The Supplier undertakes to return, destroy or cease to use, as directed by the Buyer, immediately upon request by the Buyer, any and all confidential information. The Supplier agrees that all Confidential Information together with patents, copyright, design rights (registered or unregistered) and any other intellectual property rights in any such confidential information is and shall remain the exclusive property of the Buyer and/or its affiliates.

12. COMPLIANCE WITH LAWS

- 12.1. The Supplier warrants that it will comply with all applicable laws and regulations concerning the Goods and/or Services.
- 12.2. The Supplier shall not, and shall ensure that its directors, officers and employees shall not, offer, pay, promise or authorize any direct or indirect payments of anything of value, for the purpose of seeking, obtaining or retaining business, to (a) anyone for the purpose of influencing or inducing anyone to influence decision in favour of the Supplier, (b) any government official (including any person holding an executive, legislative, judicial or administrative office, whether elected or appointed, or any official or employee of any public international organization or any person acting in any official capacity for or on behalf



of such government, public enterprise or state-owned business), (c) any political party or party official, any political candidate, and/or (d) any person or entity whom either party knows or has reason to believe will give part of the payments to any of the previously mentioned categories of people.

- 12.3. Without prejudice to Clause 12.2, the Supplier shall comply with the Prevention of Corruption Act and Fujitsu's Code of Conduct and Global Business Standards, a copy of which can be accessed at <http://www.fujitsu.com/global/about/philosophy/codeofconduct/>
- 12.4. In the event of a failure to comply with any provision of Clauses 12.1, 12.2 and 12.3, Supplier shall notify Buyer immediately in writing.
- 12.5. The Supplier agrees to defend, indemnify and hold the Buyer harmless from any loss, damages or liability resulting from a breach on the part of Supplier or any of the aforesaid laws, rules or regulations.

13. PERSONAL INFORMATION PROTECTION

- 13.1. Without prejudice to the Supplier's confidentiality obligations under this Agreement, the Supplier undertakes to fully comply with the Data Privacy Act of 2012 ("**DPA**"), in particular, to employ appropriate safeguards to (a) protect any personal information (as defined in the DPA) held by the Supplier pursuant to this Purchase Order, and (b) ensure compliance with the DPA, such safeguards to include the implementation of appropriate administrative, physical and technical measures, against loss, unauthorised access, use, modification, disclosure or other misuse of personal data or information.
- 13.2. The Supplier shall indemnify and hold the Buyer harmless against all claims, proceedings, costs, expenses, liabilities or damages arising from the Supplier's failure to comply with the DPA and the terms herein.
- 13.3. The Supplier's obligations under this Clause shall survive the expiry or termination of this Purchase Order.

14. AUDIT

- 14.1. The Buyer reserves the right to request and the Supplier shall provide access to such books and records kept by the Supplier as may be required for the Buyer for the purpose of conducting an audit to determine whether the Supplier has complied with Clauses 12 and 13.

15. INTELLECTUAL PROPERTY RIGHT INDEMNITY

- 15.1. The Supplier warrants that the Goods delivered to the Buyer shall not infringe any patent, trademark, registered design, copyright or any other intellectual property rights of any person and agrees to defend any suit that may arise in respect thereto and to indemnify and hold the Buyer harmless from any damage, loss or any expense (including without limitation all legal fees, costs and expenses of the Buyer on a full indemnity basis) which may be incurred by the assertion of any rights by any persons in relation to such patent, trademark, registered design, copyright or other intellectual property rights.

16. FORCE MAJEURE

- 16.1. If a party ("Affected Party") is unable to perform its obligations because of any event outside its reasonable control, including but not limited to strikes by employees of a third party, fires, wars, acts of God, governmental controls ("Force Majeure Event"), then it shall promptly notify the other party of its inability to perform and the nature and extent of the circumstances that amounts to a Force Majeure Event. Subject to compliance with the aforesaid, the Affected Party's obligation to perform those obligations affected by the Force Majeure Event will be suspended for the duration of the delay arising directly out of the Force Majeure Event but the Affected Party shall otherwise comply in full with all its obligations under the Purchase Order and these Purchase Terms. If a delay arising directly out of a Force Majeure Event continues for more than ten (10) days, the Buyer may at its election, by notice to the Supplier modify or cancel the Purchase Order without being liable to the Supplier in damages or otherwise.

17. INSOLVENCY

- 17.1. If a petition in bankruptcy shall be filed by or against the Supplier or should the Supplier take advantage of any insolvency law or proceedings under any insolvency law are threatened against the Supplier, then in any of those events, the Buyer shall have the option to cancel all Purchase Orders.

18. ASSIGNMENT

- 18.1. The Supplier shall not assign or transfer any of its rights or obligations, or sub-contract any if its obligations under the Purchase Order without first obtaining the prior written approval of the Buyer.

19. NOTICES

- 19.1. Any communications in connection with this purchase may be made by fax, letter, or electronic mail. Faxed communications will be deemed to have been received by a Party upon transmission to a fax number notified in advance of transmission by that party with the receipt of the appropriate transmission contact report. Communications by letter will

be deemed to have received by a party with seven (7) days of posting (by air mail) or upon delivery (if delivered personally) to the address notified in advance of posting or delivery by that party. Electronic mail communications will be deemed to have been received by a Party upon transmission to an electronic mail address notified in advance of transmission by that Party with the receipt of the appropriate delivery report.

20. GOVERNING LAW

- 20.1. This Purchase Order shall be governed by and construed according to the laws of the Philippines and the parties submit to the jurisdiction of the proper court sitting in Makati City, Philippines to the exclusion of all other courts.
- 20.2. Nothing herein confers or purports to confer on any third party any benefit or any right hereunder.