

## GENERAL TERMS AND CONDITIONS

**INOVA SOLUTIONS LIMITED** and or its designees and or their wholly owned affiliates and or subsidiaries and similar owned companies, hereinafter singly and or jointly referred to as “Inova” and “Client”, any privately owned entity, government entity or the like entering into a business transaction with Inova, are subject to the following General Terms and Conditions (“GTC”) which shall supersede and void any terms and or conditions on any transaction from and or document(s) submitted by Client to Inova.

### CONFLICTING OR MODIFYING TERMS

No modification of, additions to and or conflicting provisions to these GTC, whether oral or written, incorporated into Client’s order and or other communications are binding upon Inova unless specifically agreed to by Inova in writing and signed by an authorized representative of Inova. Failure of Inova to object to such additions, conflicts and or modifications shall not be construed as a waiver of these GTC and or as an acceptance of any such provisions. These GTC are valid for any products and or services provided by Inova to Client.

### FORMATION OF CONTRACT

Unless the context clearly requires otherwise, as used in these GTC, Inova agrees to supply and Client agrees to purchase products and or services, hereinafter referred to as “Products” and or separately as “Products” and “Services”. “Order” means Client’s electronic or written order for the Products. Inova’s acceptance of an Order is conditioned upon the agreement by Client that, no contract for the supply of Products shall come into existence until Inova provides you an Order, unless otherwise applicable on the basis of these GTC.

**Acknowledgement.** Only these GTC shall apply to this Order. Client also explicitly agrees that the Products will not be used for and or for designing any (ultra)hazardous activities, including but not limited to critical (medical) care operations, mining, nuclear installations, air traffic control, the like activities and or operations, etc. Inova reserves the right at any time after receipt of a Client’s Order to accept or decline the Order for any reason, even without prior notice to Client. All Orders placed must obtain approval with an acceptable method of payment. Inova may require additional verifications and or information before processing an Order from Client. An Order is not accepted until it is rendered/shipped.

### COMMERCIAL TERMS OF BUSINESS

- 1). Refer also to additional commercial terms of business as included in these GTC, if applicable.
- 2). Quotations/proposals/orders are subject to these GTC, which form an integral part of any quotation/proposal submission.
- 3). A valid Purchase Order and or Signed Quotation must be received to initiate processing of all orders/contracts and or to commence any Services.
- 4). All prices quoted are valid for a period of thirty (30) calendar days from the date of submission (unless specifically indicated otherwise as an exception) and the included prices are subject to change without further notice.
- 5). Prices quoted are in United States Dollars (USD) and payment must be made by means of an acceptable method of payment and in USD, unless otherwise explicitly agreed in writing.
- 6). In the case of Products (Software and Maintenance) and Services respectively, these will only be ordered, and work will only commence on receipt of a valid Purchase Order and required down payments or full (pre-) payments.
- 7). Upon receipt of a valid Purchase Order, ten (10) business days lead time is required to mobilise resources for Services contracts.

- 8). All prices are net of all applicable government taxes, including withholding taxes, which are in force at the time of a quotation/proposal or may come into force during the life of a contract.
- 9). Except where explicitly stated software prices will usually exclude shipping and handling charges, customs brokerage, excise duties and or the like, etc., if applicable.
- 10). Prices quoted apply to usual business hours, Mondays to Fridays from 8:00 a.m. to 5:00 p.m. excluding Trinidad public holidays, unless otherwise indicated. For services to be provided during extended hours (post 5:00 p.m.), Mondays to Fridays, this will be charged to Client at 150% of the Consultant's per hour rate in effect at the time. For support to be provided on weekends and or during Trinidad public holidays, this will be charged to Client at double the time of the Consultant's per hour rate in effect at the time.
- 11). Prices are exclusive of all expenses for travel, accommodation, ground transportation, taxes, per diems, meals, etc. These will be for Client's own account and risk unless otherwise explicitly agreed. Invoices for travel expenses must be supported by Inova Travel Expense forms and supporting documents. These documents must be submitted to Client, together with a valid invoice, within 1 (one) month of the Consultant's return. Where the Consultant is overseas for a period over and above 1 (one) month, he/she will be required to submit all documentation for invoicing by the 2nd (second) week of the following month.
- 12). Where applicable, travel time from Inova's 'Home Office' (located at A6 Palmiste Drive, Phillipine, San Fernando, Trinidad) to and from Client's Site over and above 15 km, will be charged separately in minimum increments of 15 (fifteen) minutes, and invoiced at the Consultant's hourly rate applicable and in effect at the time.
- 13). Overdue payments will attract interest at a rate of 2% (two per cent) per month or the maximum amount allowable by law.
- 14). If Client has purchased Azure Services and at the time Client (and or Inova, if applicable) has stopped the Azure Services as of a set date (in accordance with the applicable rules of termination) any charges and or costs due as result of the continuation of the Services are due and payable by Client even if those Azure Services have been delivered and used by Client past the date of the Azure Services having been stopped. Any amounts due as a result of this (partial) continuation of Azure Services will be invoiced at the price as suggested by MSRP (Manufacturers' Suggested Retail Price) plus any costs and or expenses, if applicable.
- 15). Upon completion of mutually agreed Milestones/Phases/Deliverables, Client will be given a 5 (five) business day period to submit feedback or sign off, after which time the said activities will be deemed to have been completed and accepted by Client.
- 16). Any work to be completed outside of agreed contractual terms, scope of work and or project plans, must be addressed via Change Control at the Consultant's hourly rate applicable and in effect at the time. Any requests for Change Control must be approved by Client's Authorised Representative, Project Lead and or Change Control Committee before any Services can be rendered. Services will not be guaranteed and or provided for any work to be conducted outside of these terms and or for payments not received.
- 17). As a rule, all contracted Services will expire 12 (twelve) months after the Purchase Order date or execution of the contract, whichever is earlier. On the expiry date, all unutilized Services expire and become immediately due and payable in full by Client. The following are the only exceptions to this rule:
  - a). Where the delay in utilizing the contracted Services results from Inova's scheduling, acknowledged in writing by Inova. Under these circumstances, an extension will be granted to credit Client for the time lost resulting from these delays.
  - b). Where an extension is granted to Client in writing based on extenuating circumstances. Any extension granted in such instances will not be valid for any period greater than 30 (thirty) calendar days.

If the implementation/project plan as agreed on signing of a contract indicates an implementation period greater than 12 (twelve) months, all Services will expire within 90 (ninety) calendar days after the initial estimated completion date.

#### **ADDITIONAL AND OR OTHER COMMERCIAL TERMS OF BUSINESS REGARDING THE USE OF INOVA'S PORTAL ("the Portal")**

The above-listed Commercial Terms of Business are relevant and applicable unless the same are not / cannot reasonably apply to the usage of Inova's Portal by Client. In this regard, and in addition to the above, the following procedures and conditions apply:

- 1) The Sales Process through the Portal shall entail: **(i)** the full and unrestricted acceptance of these GTC, **(ii)** the acceptance of Client by Inova (mandatory compliance procedures applicable) and **(iii)** access to the Portal to be granted by Inova (additional compliance and acceptance of any and all conditions and or procedures applicable).
- 2) Inova explicitly reserves the right to deny, restrict, suspend and or otherwise limit the access to the Portal at its sole discretion and at any given time, and or for any reason, including for nonpayment and or for partially (over)due amounts for any other (nonrelated) Services, even after access has been granted.
- 3) Upon having obtained access to the Portal, Client assumes full responsibility for purchases made in the Portal, a Purchase Order ("PO") is not required or applicable.
- 4) Contrary to Microsoft regulations and or conditions, any subscriptions that are activated through the Portal shall **not** have an End Date, Client is obligated to terminate/suspend the Services in the Portal.
- 5) Inova explicitly shall not be and or shall not be held liable for any denial, restriction, suspension and or otherwise limitation of the use of the Portal and or the Services.
- 6) By default, and in accordance with Microsoft's design, the Portal grants Admin rights to the Azure Services, purchased by Client, to Inova. Upon request of Client those Admin rights can be delegated to Client. Any actions after the Admin rights have been delegated to Client, including the action of delegating, are the sole responsibility of Client and Inova shall not be and or shall not be held liable for any damages in whatever form and or name as a result of said actions.
- 7) By accepting access to the Portal Client explicitly agrees to Inova using any non-confidential personal and or corporate data for business purposes only.

#### **PAYMENTS**

Standard terms of credit are net 30 (thirty) calendar days from Inova's invoice date. Each shipment may have a separate invoice. Amounts past due are subject to an interest charge of 2% (two percent) per month or portion thereof or 24% (twenty four percent) per annum or the maximum interest rate allowed by the law. Inova reserves the right to submit any unpaid late invoices to a third party for collection and Client acknowledges and accepts and is responsible for and shall pay all reasonable costs, including attorney's fees, court expenses, collection agency charges, etc., of such collection in addition to the invoice(s) amount(s). All quoted prices and payments shall be in USD, unless otherwise explicitly agreed in writing.

Standard terms for payment of **Training** are payment in full **before** training commences. If at the commencement of the training full payment has not been received by any person attending the course, entry into the training may/shall not be allowed, although the 50% down payment for the price of the training may have been paid. Each training may have a separate invoice.

Amounts past due are subject to an interest charge of 2% (two percent) per month or portion thereof or 24% (twenty four percent) per annum or the maximum interest rate allowed by the law.

If Inova assesses at its sole discretion that the financial condition and or payment practices of Client do not justify delivery under the standard terms or the terms originally specified, Inova may require full and or partial payment in advance or upon delivery. Inova reserves the right to make collection on

any terms approved in writing by Inova's Finance Department. Each shipment shall be considered a separate and independent transaction and payment therefore shall be made accordingly. If the work covered by the Order is delayed by Client, payments shall be made on the sales/purchase price based upon percentage(s) of completion upon demand by Inova.

If any amount of any invoice is disputed by Client, Client shall inform Inova in writing on the grounds of such dispute within 5 (five) business days of the delivery of the Products and Client shall pay to Inova the value of the invoice less the disputed amount in accordance with these (the agreed) payment terms. Where Inova requires payment of a deposit, Client acknowledges and accepts that the deposit is not returnable. Inova reserves the right to increase a quoted fee if Client requests a variation to the Scope of Work/Order agreed.

Inova has the right to deny credit to any Client who does not meet the then applicable and current Inova credit standards/rules/procedures.

**Acceptable Methods of Payment:** Inova only accepts electronic and wire transfers payments. Inova explicitly does not accept payment in cash. In the event Client wishes to pay with checks, checks will be accepted by Inova provided and it is understood and agreed explicitly by Client that Client is responsible and shall bear all costs for depositing the checks into Inova's bank account. The payment date in the event of a deposit of checks by Client is the clearing date of the checks at Inova's account. Client explicitly understands and agrees that if Client sends a check to Inova that Inova will return the check to Client at its own cost and responsibility and that Client has not paid any amounts due to Inova until Client has paid in accordance with these rules/GTC.

#### **ERRORS, PRICE CHANGES, AVAILABILITY OF PRODUCTS, CANCELLATIONS, CHANGES**

Prices are subject to change without notice and without obligation. Written quoted prices are valid for 30 (thirty) calendar days only. Inova is not and shall not be held liable for mistakes, typographical, photographic, technical, clear writing errors and or due to incorrect information received from Suppliers. In all these situations Inova has the right to refuse or to cancel any Order placed for such product at the incorrect price/terms. Products listed are subject to availability and may change without notice and without obligation. Client shall reimburse Inova for costs incurred for any item on an Order accepted by Inova which is/has been cancelled by Client. Costs shall be determined by common and accepted accounting practices. Inova does not offer any price protection once the Product has been shipped to Client and or has been downloaded from a Supplier's designated server.

A one-time hold on any Product ordered from Inova shall be allowed for a maximum of 30 (thirty) days. After 30 (thirty) days, or upon notice of a second hold, Inova shall have the right to cancel the Order and issue the appropriate cancellation charges which shall be paid by Client. Items held for Client shall be at the sole risk and expense of Client unless otherwise agreed upon in writing. Inova reserves the right to dispose of cancelled material as it deems fit without any obligation(s) to Client.

If Client makes, or causes to make, any change to an Order, Inova reserves the right to change the price and delivery date accordingly.

**NOTE:** Notwithstanding the above all prices for Products and or Services are strictly dependent on Microsoft listed prices and Inova as a result cannot and shall not guarantee that prices are not modified, even without prior written notice, and even before the validity of 30 (thirty) calendar days has expired.

#### **CANCELLATION**

In view of the nature of the service, any Order once confirmed by Inova is not cancellable. Cancellation of the Order by Client will only be accepted on condition that any costs, charges and or expenses already incurred, including any charges that will be levied (by the Supplier) on account of

this expense, work and or cancellation conditions must be reimbursed to Inova forthwith.

Online trainings are NOT eligible in any way for cancellation.

#### **SHIPPING AND ASSOCIATED CHARGES**

Shipping and handling charges will be added to each Order if applicable. Claims of items missing from a shipment must be received, in writing, within 10 (ten) calendar days of original shipment. Unless otherwise expressly agreed in writing Inova will ship the Products FOB Miami at Client's own expense and risk. Freight charges must be prepaid and shall be added to Inova's invoice to Client.

#### **TAXES**

Prices does not include any federal, state, municipal or any other (foreign) government (withholding) taxes and or duties. As a result, any tax, withholding tax, duty, custom, fee and or any other charge of any nature whatsoever imposed by any governmental authority on or measured by any transaction between Inova and Client shall be paid by Client, in addition to the prices quoted and or invoiced.

#### **CONDITION OF EQUIPMENT**

Client shall keep the Products in good repair and shall be responsible for same until the full purchase price (and other applicable charges) has (have) been paid to Inova.

#### **OWNERSHIP**

Products sold remain the property of Inova until full payment of the purchase price and charges has been made. Client explicitly acknowledges, agrees and accepts that "licenses", i.e. the right to use software that Client purchased with the obligation to make the applicable payments every year during a period of e.g. 2(two) and or 3 (three) years, remain exclusively the property of Inova until full payment of the price, charges and or costs has been made. If Client does not make the e.g. second yearly and or third yearly payment Client has no right to use the license(s) until the (partial) yearly payment has been made and must stop using the software immediately until the applicable full payment has been made. Client agrees, acknowledges and accepts that using the software without having made the applicable payment(s) is a clear violation of these GTC and of the purchase/license agreement. This aside from the fact that Client is using a license that is NOT Client's property and that instalments, charges and costs, of whatever nature, are (past) due and that any direct and or indirect charges and costs of whatever nature that Inova has to make in order to have Client to stop using the software unlawfully shall be exclusively for Client's own account and risk.

If Client is using Cloud Services from other parties (e.g. Microsoft) the ownership and policies of the said party are explicitly applicable and Inova shall not and is not responsible and or liable for, inter alia, any of these Services not being provided and or available.

#### **USE AND TERMS OF USE OF WEBSITE AND INOVA'S PORTAL**

Client agrees not to violate, or attempt to violate, the security of Inova's website or Inova's Internet Service and or Portal. Any violations may result in criminal and or civil liabilities to Client. Examples of security violations include, but are not limited to: (a) accessing data not intended for you; (b) logging into an account you are not authorized to access; (c) taking any action in order to obtain websites to which you are not entitled to; (d) attempting to probe, scan and or test the vulnerability of the web site or the Internet Service; and or (e) attempting to interfere with the website and or the Internet Service and or the Portal.

Client agrees to use the website, the Internet Service and the Portal only for legitimate purposes and not to engage in the operation of any unlawful transactions and or business. Client agrees not to use and or allow any third party to use the website, the Internet Service and or the Portal for or in furtherance of any unlawful purpose. Client also agrees to take all necessary precautions to preserve the secrecy of usernames and passwords and to preserve the privacy of other users and the security of the website, the Internet Service and the Portal, any and all in accordance with these GTC.

Client expressly and explicitly releases Inova, and its directors, officers, shareholders, employees, representatives, agents, attorneys, consultants, successors and assigns, subsidiaries, affiliates, and their respective third-party contractors from any responsibility to monitor the website, the Internet Service and or the Portal. Inova reserves the right to suspend or terminate Client's access to the website, the Internet Service and the Portal immediately upon a violation or suspected violation of these GTC. Indirect and or attempted violations of these GTC, and actual and or attempted violations by a third party on Client's behalf, shall be considered violations of these GTC.

Client hereby expressly represents, warrants and covenants to Inova that Client shall use the website, the Internet Service and the Portal solely for business purposes intended/set forth in these GTC. Client also agrees to defend, indemnify and hold harmless Inova and its subsidiaries, affiliates, officers, agents, co-branders and or other partners, and employees, from and against any and all claims, demands, losses, damages, liabilities, obligations, judgments, costs charges and expenses, including reasonable attorneys' fees, arising out of, in connection with and or based upon, (a) Client's breach of any representation and or warranty made herein, (b) the content Client submits, posts, transmits and or makes available through the website, the Internet Service and or the Portal, (c) Client's use of and connection to the website the Internet Service and or the Portal, and or (d) Client's violation of any rights of another.

TO THE FULLEST EXTENT PERMITTED BY LAW INOVA AND ITS SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND ASSIGNS HEREBY DISCLAIM ANY AND ALL LIABILITY FOR ANY LOSS, COST AND OR DAMAGE (DIRECT, INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL AND OR OTHERWISE) SUFFERED BY CLIENT AS A RESULT OF CLIENT'S USE OF THE SITE OR FROM ANY COMPUTER VIRUS TRANSMITTED THROUGH THE SITE, AND OR OTHER SITES ACCESSED FROM THE SITE, REGARDLESS OF WHETHER SUCH LOSS, COST AND OR DAMAGE ARISES FROM INOVA'S (GROSS) NEGLIGENCE AND OR OTHERWISE, AND REGARDLESS OF WHETHER INOVA IS AND OR HAS BEEN EXPRESSLY INFORMED OF THE POSSIBILITY OF SUCH LOSS AND OR DAMAGE. IN NO EVENT SHALL INOVA'S TOTAL LIABILITY TO CLIENT FOR ALL DAMAGES, COSTS, LOSSES AND CAUSES OF ACTION IN THE AGGREGATE (WHETHER IN CONTRACT, TORT, INCLUDING, BUT NOT LIMITED TO, (GROSS) NEGLIGENCE, STRICT LIABILITY AND OR PRODUCT LIABILITY) ARISING FROM CLIENT'S USE OF THE SITE EXCEED, IN THE AGGREGATE, USD 100.00 (ONE HUNDRED THOUSAND UNITED STATES DOLLARS).

#### **RETURNS**

Return privileges vary by Supplier. In all cases a Written Authorization, hereinafter referred to as "WA", must be obtained from Inova before returning any Product for which Client expects credit, exchange or repair under the Warranty. No returns will be accepted without a valid WA. Client is responsible for (prepaid) shipping and handling charges and taxes and risk of loss and or damage on all return shipments. Client should avail that the return shipment is properly packaged and fully insured. Unless otherwise expressly specified in writing and since return privileges vary, Client must verify with Inova upon purchasing the Products as to the return policies and conditions applicable to each Product. Client acknowledges, agrees and accepts that the Products are subject to the applicable Inova's and Suppliers' Return Policies.

#### **DELIVERY AND INSTALLATION**

Inova shall arrange for delivery and or installation of the Products and or Services as per the mutually agreed project plan date. Client shall ensure that the installation site(s) is (are) in proper condition for the safe and normal operating use of the Products, Services and or Inova's Consultants. If Client fails to take delivery of the Products and or Services when notified that they are ready for delivery, Inova shall have the right to demand payment of all Charges incurred for such Products and or Services.

#### **NON-INOVA PERSONNEL**

If non-Inova Consultants and or Inova's related parties' employees and or representatives (e.g. contractors, business partners) and or third parties' employees and or representatives are and or may become engaged by Client, pursuant to the prior agreement by Client to these engagements to perform Services in connection with and or related to Services which form part of an Inova contract, Inova will be notified in writing immediately and Inova shall not be liable for any damages, claims and or costs arising from any Services conducted directly and or indirectly by non-Inova Consultants.

#### **TERMINATION**

Either party may terminate a contract forthwith by written notice to the other party if:

- \*the other party commits a substantial breach of any of its obligations under a contract and shall not have remedied such breach within four (4) weeks of receiving written notice of the breach; or
- \*the other party becomes bankrupt or enters into liquidation or has a receiver appointed of its assets or any part thereof provided always that such termination shall not prejudice and or affect any right of action and or remedy which shall have accrued or shall thereafter accrue to either party.

A contract may be terminated by either party upon giving 30 (thirty) calendar days' notice to the other party in writing.

Termination of a contract shall not affect any accrued rights and or liabilities of either party and or affect the coming into force and or the continuance in force of any provision which is expressly and or by implication intended to come into and or continue in force on or after termination.

Upon Termination of a contract: **(a)** Client shall promptly pay to Inova all amounts payable for Service(s) rendered and or Product(s) ordered and or delivered and all charges incurred up to the actual date of termination; and **(b)** each party shall return and or destroy at the direction of the other party all the other party's Confidential Information in its possession. In the case of Products, Inova does not accept returns of any Products, fees, documentation and or other materials except as specifically provided/printed in a Vendor's License Agreement.

Inova reserves the right to terminate, change, modify and or make additions to these GTC without prior (written) notice.

#### **INTELLECTUAL PROPERTY AND OWNERSHIP OF WORK PRODUCT**

All intellectual property rights associated with any ideas, concepts, techniques, processes and or other work product created by Inova during the course of performing a contract shall belong exclusively to Inova and Client shall have no right and or interest therein. Unless a contract is terminated by Inova for Client's material breach and or failure to make payments to Inova, Inova hereby grants to Client a perpetual, royalty-free, non-transferable, nonexclusive license to use, solely and exclusively for Client's internal business purposes, the object code form of any application software programs and or other work product created by Inova in the performance of a contract.

Notwithstanding anything to the contrary in a contract, Inova and its licensors shall retain all patent, copyright and all other intellectual property rights in names, systems, software, procedures, methodologies, documents, licensed programs and or other materials provided by Inova. No licenses will be deemed to have been granted by either party to any of its patents, trade secrets, trademarks and or copyrights except as otherwise expressly provided in a contract. Nothing in a contract will require Inova or Client to violate the proprietary rights of any third party in any software and or otherwise.

Inova and Client agree to execute and deliver such other instruments and documents as either party reasonably requests to evidence and or effect the transactions contemplated by this Clause. The provisions of this Clause will survive the expiration and or termination of a contract for any reason.

#### **RESPONSIBILITY FOR THIRD PARTIES**

Client acknowledges and agrees that Inova is not responsible for the Products and or Services not supplied under a contract. Inova will, however, work with Client on an hourly rate basis to attempt to resolve any problems caused by incompatibilities and or failures of other parties' Products and or Services. This includes, but is not limited to, any of Inova's time required to research, test, evaluate, restore corrupted and or erroneous data, and or consult with external technical support resources for problems caused by programming limitations and or errors in software. Likewise, Inova will invoice for any time spent assisting Client, troubleshooting and or repairing computer hardware and or accessories regardless if the hardware exists at the time of a contract and or is purchased after the date of a contract.

#### **STAFF CONDITIONS**

The usual working day for Inova's Consultants will be 8 (eight) hours between 8:00 a.m. and 5:00 p.m. Mondays to Fridays and excluding local bank and statutory (public) holidays.

Holidays taken by Inova Consultants will be those usually applicable to such staff. Authorization for taking such holidays shall not be required from Client but Inova will consult with Client to co-ordinate holidays where appropriate.

Inova agrees that when Inova's Consultants are engaged in activities on the premises of Client, that they shall comply with such regulations and restrictions in respect to access, restricted areas, dress code, conduct, safety and working conditions (including requirements and or arrangements for work outside of the hours between 8:00 a.m. and 5:00 p.m.) as are notified to Inova in writing prior to the commencement of the Services. If Inova deems it necessary to replace any member of Inova's Consultants, Inova shall endeavour to give reasonable written notice thereof and to maintain continuity of effort.

Each party agrees that during a period from the date of a contract to 12 (twelve) months after its completion and or (mandatory) termination it shall not directly and or indirectly employ and or engage on any other basis and or offer such employment and or engagement to any of the other party's staff who have been associated with the provision of the Services without the other party's prior agreement in writing.

If either party is in breach of this clause, it shall pay to the other party an amount equal to 300 (three hundred) days' work by that Consultant at the daily fee rate applicable at that time for the respective Service.

Inova's staff engaged in the performance of the Services under a contract shall always remain under the direction and control of Inova. Without prejudice to the instructions of Client in respect of the Services, Inova shall be responsible for the immediate supervision of its Consultants and for the manner in which the Services are to be performed.

#### **LIMITATION OF LIABILITY, WARRANTIES**

CLIENT ACKNOWLEDGES AND AGREES THAT, IN NO EVENT, INOVA SHALL BE LIABLE, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING (GROSS) NEGLIGENCE AND OR BREACH OF STATUTORY DUTY), STRICT LIABILITY, INDEMNITY, CONTRIBUTION, AND OR OTHERWISE, FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL AND OR CONSEQUENTIAL LOSS, DAMAGE, COST AND OR EXPENSE OF ANY KIND WHATSOEVER, HOWSOEVER CAUSED, AND OR FOR ANY LOSS OF PRODUCTION, COST OF PROCUREMENT OF SUBSTITUTE PRODUCTS, LOSS OF CAPITAL, LOSS OF SOFTWARE, LOSS OF PROFIT, LOSS OF REVENUES, CONTRACTS, BUSINESS, COST OF REWORK, LOSS OF GOODWILL AND OR ANTICIPATED SAVINGS, OR WASTED MANAGEMENT TIME, EVEN IF INOVA HAS BEEN ADVISED OF THE POSSIBILITY OR FORESEEABILITY THEREOF. INOVA'S TOTAL LIABILITY ON ALL CLAIMS, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING (GROSS) NEGLIGENCE OR BREACH OF STATUTORY DUTY), STRICT LIABILITY, INDEMNITY, CONTRIBUTION, AND OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT THE CLIENT HAS PAID INOVA FOR THE SPECIFIC PRODUCT OR SERVICE.



Furthermore, it should be noted and acknowledged that Inova is a RESELLER, not the actual manufacturer of the Products. Consequently, Inova **ONLY** provides the warranties as expressly and specifically set forth in these GTC.

Client acknowledges, agrees, recognizes and explicitly accepts that the use of the Products are at Client's own and sole risk and that the use and servicing of computer products involves substantial risk of loss of stored data, computing and communication functions, and that the industry standards dictate that when using the Products, systems and procedures must be adhered and implemented which provide protection and back-up of data, computing and communication functions in order to (try) to prevent any loss and or downtime.

Unless otherwise indicated, all Products and Services available for order through Inova are distributed on behalf of third-party Suppliers, hereinafter referred to as "Supplier", and are delivered with the Supplier's limited warranty, if any. The warranty periods and service vary by Supplier and Product. Product specifications are subject to change without notice at the Supplier's sole discretion. Except for Inova's Return Policy, all of Client's rights and remedies with respect to an Order, purchase, possession and use of the Products and Services and all maintenance, update, warranty, liability and any other obligations related to the Products and Services, if any, shall be governed by the applicable policies and procedures of the Supplier.

EXCEPT AS EXPRESSLY STATED HEREIN, INOVA MAKES NO REPRESENTATIONS AND OR WARRANTIES, EITHER EXPRESS AND OR IMPLIED, OF ANY KIND WITH RESPECT TO PRODUCTS SOLD. EXCEPT AS EXPRESSLY STATED HEREIN, I N O V A EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESSED AND OR IMPLIED, OF ANY KIND WITH RESPECT TO PRODUCTS SOLD, INCLUDING BUT NOT LIMITED TO, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CLIENT ACCEPTS, RECOGNIZES AND EXPRESSLY AGREES THAT THE SOLE AND EXCLUSIVE MAXIMUM LIABILITY OF I N O V A ARISING FROM ANY PRODUCT SOLD BY INOVA SHALL BE THE PRICE OF THE PRODUCT PURCHASED. IN NO EVENT SHALL INOVA, ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES A N D OR OTHER REPRESENTATIVES A N D O R A F F I L I A T E S BE LIABLE FOR SPECIAL, DIRECT, INDIRECT, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL AND OR PUNITIVE DAMAGES AND OR COSTS RELATED TO ANY PRODUCT SOLD.

Client accepts, recognizes and expressly agrees that in the event an Order, Request for Quotation/Proposal or any other Document relating to the purchase of Products, is submitted to Inova which includes any language that entails for Inova to provide any warranty to Client for any product sold to Client, or includes any language that may create a liability for Inova, or conflicts with these GTC, **all such language is deemed to be null and void and with no effect.**

#### **ASSIGNMENT**

Inova may assign, transfer and or subcontract its rights and or obligations under the Order. Client may not assign, transfer and or subcontract the Order without Inova's prior written consent, except to a successor in interest to all or substantially all of the assets of Client's business; provided, however, that any such assignment will not relieve Client from his/her obligation to perform according to the Order, if the assignee fails to perform and notice of such failure is given to both the assignee and to Client.

#### **PRIVACY POLICY**

The Legal Statement as regards Inova's privacy policies regarding the collection, use and disclosure of Personal Information that Inova receives from Clients and or users of Inova's Portal are applicable and can be found at the website of Inova.

In general, if and when a Client provides personal and or corporate data Inova is bound to and shall use the said information with the strictest of care and confidentiality. Upon request Inova guarantees that it shall remove and or destroy any such data provided by Client.

By contracting and or accepting Products and or Services from Inova, Client explicitly agrees that any non-confidential personal and or corporate data is used by Inova for business purposes only.

**NOTICE**

All notices required and or permitted by the Order must be in writing and signed by a duly authorized representative on behalf of the party giving the notice, addressed to the party receiving it, and sent by courier, certified mail, e-mail, personal delivery and or other recognized manner of delivery, addressed to the respective address specified at the time of the Order. Notices will be effective as of the date of receipt by the party to whom the notice is given except where the notice is sent by e-mail, in which case it shall be deemed to have been received immediately upon transmission provided the sender receives electronic confirmation of an error free transmission.

**ENTIRE AGREEMENT: MODIFICATION AND WAIVER, SEVERABILITY**

The Order constitutes the entire agreement and understanding of Inova and Client with respect to the subject matter of the Order and supersedes all prior communications, representations, agreements, understandings, proposals, negotiations and or promises relating to that subject matter, whether written and or oral. Except as expressly set forth in these GTC, no modification and or waiver of the Order will be effective unless made in writing signed by the party to be charged with having given the modification and or waiver. No failure and or delay by Inova to assert any rights and or remedies arising from a breach of the Order shall be construed as a waiver and or a continuing waiver of such rights and remedies, nor shall a failure and or delay to assert a breach be deemed to waive that and or any other breach.

If any part of these GTC is found by a court of competent jurisdiction to be invalid, unlawful and or unenforceable then such part shall be severed from the remainder of these GTC which will continue to be valid and enforceable to the fullest extent permitted by law.

**GOVERNING LAW, CHOICE OF VENUE**

These GTC shall be governed by and construed according to the laws of Trinidad & Tobago and shall prevail above any other signed document(s) between the parties, even if the said document(s) is (are) still valid and applicable between the Parties. The parties expressly agree that any and all legal proceedings pursuant to these GTC shall take place under the exclusive jurisdiction of the courts of Trinidad & Tobago.

**CONFIDENTIALITY**

Both Parties shall maintain strict confidence and shall not disclose to any third party any information and or material relating to the other and or the other's business which comes into that party's possession and shall not use such information and material. This provision shall not, however, apply to information and or material which is or becomes public knowledge other than by breach by any party of this clause.

**PENALTY CLAUSES**

Penalty clauses of any kind contained in Orders, Agreements and or any other type of communication are not binding on Inova unless agreed to in writing and signed by a duly authorized representative of Inova.

**FORCE MAJEURE**

Inova shall not be liable for any failure to perform its Orders/Agreements which are a result from any cause beyond its reasonable and fair control, including but not limited to, an act of war/terrorism, an act of God, accidents, communication provider problems/ failures, lockouts, fire, strike and or labour disputes, riot or civil disruption, an act of the public enemy, enactment, rule order or act of civil and or military authority, or acts or omissions of any other party, including Inova's Suppliers.

**HEADINGS**

The headings used in these GTC are for organizational, convenience and easy legibility purposes ONLY and shall not be binding upon the parties.

APRIL 2019