



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

### **CONFLICTING OR MODIFYING TERMS**

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

### **FORMATION OF CONTRACT**

Unless the context clearly requires otherwise, as used in these Terms and Conditions, Inova agrees to supply and the Client agrees to purchase/license/sublicense products, hereinafter referred to as “Products”. “Order” means the Client’s electronic, verbal or written order for the Products. Inova’s acceptance of an Order is conditioned upon the agreement by the Client that no contract for the supply of Products shall come into existence until Inova provides you an Order Acknowledgement. Only these Terms and Conditions shall apply to this Order. The 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 the Client. All Orders placed must obtain approval with an acceptable method of payment. Inova may require additional verifications or information before processing an Order from the Client. An Order is not accepted until it is shipped.

### **COMMERCIAL TERMS OF BUSINESS**

- 1). Our quotations/proposals are subject to these Terms and Conditions, which form part of our quotation/proposal submission.
- 2). A valid Purchase Order or Signed Contract must be received to initiate processing of all orders/contracts and or to commence any services.
- 3). All prices quoted are valid for a period of thirty (30) days from the date of submission (unless specifically indicated otherwise as an exception) following which prices will be subject to change without further notice.
- 4). Prices quoted are in United States Dollars (USD) with payment to be made in United States Dollars.
- 5). 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 payments.

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- 6). Upon receipt of a valid Purchase Order, ten (10) working days lead time is required to mobilize resources for services contracts.
- 7). All prices are net of all applicable government taxes (GCT, etc.), including all withholding taxes, which are in force at the time of a quotation/proposal or it may come into force during the life of a contract.
- 8). Except where explicitly stated software prices will normally exclude shipping and handling charges, customs brokerage, excise duties, and or the like, etc., which may apply.
- 9). Prices quoted apply to normal working hours, Mondays to Fridays from 8:00 a.m. to 5:00 p.m. excluding Jamaica 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 the Client at time and a half the Consultant's per hour rate in effect at the time. For support to be provided on weekends and during Jamaica public holidays, this will be charged to the Client at double time the Consultant's per hour rate in effect at the time.
- 10). Prices are exclusive of all expenses for travel, accommodation, ground transportation, taxes, per diems, meals, etc. These will be for the 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 the 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.
- 11). Where applicable, travel time from Inova's 'Home Office' (located at Kingston 10, Jamaica) to and from the Client's Site over and above 15 km, will be charged separately in minimum increments of 15 (fifteen) minutes, charged at the Consultant's hourly rate in force at the time.
- 12). Overdue payments will attract interest at a rate of 2.5% (two and a half percent) per month or the maximum amount allowable by law.
- 13). Upon completion of mutually agreed Milestones/Phases/Deliverables, the Client will be given a 5 (five) working day period to submit feedback or sign off, after which time the said activities will be deemed to have been accepted and completed.
- 14). Any work to be completed outside of agreed contractual terms, scope of work or project plans, must be addressed via Change Control at the Consultant's hourly rate in force at the time. Any requests for Change Control must be approved by the Client's Authorized Representative, Project Lead and or Change Control Committee before any services can be provided. Services will not be guaranteed and or provided for any work to be conducted outside of these terms and or for payments not received.
- 15). As a general 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 the 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 the Client for the time lost resulting from these delays.
  - b). Where an extension is granted to the 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.

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

## **PAYMENTS**

Standard terms of credit are net 30 (thirty) days from Inova's invoice date. Each shipment may have a separate invoice. Amounts past due are subject to a service charge of 2.5% (two and a half percent) per month or portion thereof or 24% (twenty four percent) per annum or the maximum interest rate allowed by law. Inova reserves the right to submit any unpaid late invoices to a third party for collection and the Client 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 amount. All quoted prices and payments shall be in USD (United States Dollars), unless otherwise explicitly agreed in writing.

Standard terms for payment of training are payment in full before training is to be commenced. If at the commencement of the training full payment has not been received by any person attending the course, entry into the training will not be allowed, although the 50% down payment for the price of the training may have been paid. . Every training may have a separate invoice. Amounts past due are subject to a service charge of 2.5% (two and a half percent) per month or portion thereof or 24% (twenty four percent) per annum or the maximum interest rate allowed by law.

If Inova judges that the financial condition and or payment practices of the Client do not justify delivery under the standard terms or the terms originally specified, Inova may require full 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 the Client, payments shall be made on the sales/purchase price based upon percentage of completion upon demand by Inova.

If any amount of any invoice is disputed by the Client, the Client shall inform Inova in writing on the grounds of such dispute within 5 (five) days of the delivery of the Products and the 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, the Client acknowledges and accepts that the deposit is not returnable. Inova reserves the right to increase a quoted fee if the 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 present Inova credit standards.

## **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) days only. Inova shall not be held liable for mistakes, typographical, photographic, technical, clear

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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. The Client shall reimburse Inova for costs incurred for any item on an Order with Inova which has been cancelled by the 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 the Client 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 the Client. Items held for the Client shall be at the risk and expense of the Client unless otherwise agreed upon in writing. Inova reserves the right to dispose of cancelled material as it sees fit without any obligation to the Client.

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

#### **CANCELLATION**

In view of the nature of the service, any Order once confirmed by Inova is not cancellable. Cancellation of the Order by the Client will only be accepted on condition that any costs, charges and expenses already incurred, including any charges that will be levied (by the Supplier) on account of his expense, work and or cancellation conditions will 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 30 (thirty) days of original shipment. Unless otherwise expressly agreed in writing Inova will ship the Products FOB to Miami at Client's expense and risk. Freight charges will be prepaid and added to Inova's invoice to the Client.

#### **TAXES**

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

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made. Client explicitly acknowledges, agrees and accepts that licenses, i.e. the right to use software that the Client purchased with the obligation to make the applicable payments every year during a period of 2 (two) and or 3 (three), remain exclusively the property of Inova until full payment of the price, charges and or costs has been made. In the event that Client does not make the second yearly and or third yearly payment, the 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 Terms and Conditions 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 or indirect charges and costs of whatever nature that Inova has to make in order to have the Client to stop using the software unlawfully shall be for the Client's own account and risk.

#### **USE AND TERMS OF USE OF WEBSITE**

Client agrees not to violate, or attempt to violate, the security of Inova's web site or Inova's Internet Service. Any violations may result in criminal 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 web sites to which you are not entitled; (d) attempting to probe, scan, or test the vulnerability of this web site or the Internet Service; and/or (e) attempting to interfere with this web site or the Internet Service.

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

Client expressly 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 web site or the Internet Service. Inova reserves the right to suspend or terminate your access to the web site and/or Internet Service immediately upon a violation or suspected violation of these terms and Conditions. Indirect or attempted violations of these Terms and Conditions, and actual or attempted violations by a third party on behalf of you, shall be considered violations of this these Terms and Conditions.

Client hereby represents, warrants and covenants to Inova that Client shall use the web site and Internet service only for purposes set forth in these Terms and Conditions. Client also agrees to defend, indemnify and hold harmless Inova, and its subsidiaries, affiliates, officers, agents, co-branders 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 or based upon, (a) Client's breach of any representation or warranty made herein, (b) the content the Client submits,

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posts, transmits or makes available through the web site or Internet service, (c) Client's use of and connection to the web site or Internet Service, and or (d) Client's violation of any rights of another.

TO THE FULLEST EXTENT PERMITTED BY LAW WE AND OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND ASSIGNS HEREBY DISCLAIM ANY AND ALL LIABILITY FOR ANY LOSS, COST OR DAMAGE (DIRECT, INDIRECT, CONSEQUENTIAL, OR OTHERWISE) SUFFERED BY CLIENT AS A RESULT OF YOUR USE OF THE SITE OR FROM ANY COMPUTER VIRUS TRANSMITTED THROUGH THE SITE, OR OTHER SITES ACCESSED FROM THE SITE, REGARDLESS OF WHETHER SUCH LOSS, COST OR DAMAGE ARISES FROM OUR (GROSS) NEGLIGENCE OR OTHERWISE, AND REGARDLESS OF WHETHER WE ARE OR HAVE BEEN EXPRESSLY INFORMED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, COSTS, LOSSES AND CAUSES OF ACTION IN THE AGGREGATE (WHETHER IN CONTRACT, TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, STRICT LIABILITY OR PRODUCT LIABILITY) ARISING FROM YOUR USE OF THE SITE EXCEED, IN THE AGGREGATE, USD 100.00 (ONE HUNDRED 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 the Client expects credit, exchange or repair under the Warranty. No returns will be accepted without a valid WA. The Client is responsible for (prepaid) shipping and handling charges and taxes and risk of loss or damage on all return shipments. Client should ensure that the return shipment is properly packaged and fully insured. Unless otherwise expressly specified in writing and since return privileges vary, the Client must verify with Inova upon purchasing the Products as to the return policies and conditions applicable to each Product. The Client acknowledges, agrees and accepts that the Products are subject to the applicable Inova's and Supplier 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. The Client shall ensure that the installation site is in proper condition for the safe and normal operating use of the Products, Services and/or Inova's Consultants. If the 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 are engaged by the Client 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 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

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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) 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 or by implication intended to come into and or continue in force on or after termination.

Upon Termination of a contract: (a) the 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 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 printed in a vendor's License Agreement.

Inova reserves the right to terminate, change, modify and or make additions to these Terms and Conditions without prior 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 the Client shall have no right and or interest therein. Unless a contract is terminated by Inova for the Client's material breach and or failure to make payments to Inova, Inova hereby grants to the Client a perpetual, royalty-free, non-transferable, nonexclusive license to use, solely for the 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 the Client to violate the proprietary rights of any third party in any software or otherwise.

Inova and the Client agree to execute and deliver such other instruments and documents as either party reasonably requests to evidence and or effectuate the transactions contemplated by this Clause. The provisions of this Clause will survive the expiration 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 the 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 the Client, troubleshooting and or repairing computer hardware and or accessories regardless of if the hardware exists at the time of a contract and/or is purchased after the date of a contract.

### **STAFF CONDITIONS**

The normal working day for Inova's Consultants will be eight (8) 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 normally applicable to such staff. Authorization for taking such holidays shall not be required from the Client but Inova will consult with the Client to co-ordinate holidays where appropriate.

Inova agrees that when Inova's Consultants are engaged in activities on the premises of the Client, that they shall comply with such regulations and restrictions in respect to access, restricted areas, dress, conduct, safety and working conditions (including requirements 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 endeavor 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 termination it shall not 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.

The Inova staff engaged in the performance of the Services under a contract shall, at all times, remain under the direction and control of Inova. Without prejudice to the instructions of the 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**

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CLIENT ACKNOWLEDGES AND AGREES THAT, IN NO EVENT, INOVA SHALL BE LIABLE, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING (GROSS) NEGLIGENCE OR BREACH OF STATUTORY DUTY), STRICT LIABILITY, INDEMNITY, CONTRIBUTION, OR OTHERWISE, FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL LOSS, DAMAGE, COST OR EXPENSE OF ANY KIND WHATSOEVER, HOWSOEVER CAUSED, 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 OR ANTICIPATED SAVINGS, OR WASTED MANAGEMENT TIME, EVEN IF INOVA HAVE BEEN ADVISED OF THE POSSIBILITY OR THEY ARE FORESEEABLE. INOVA'S TOTAL LIABILITY ON ALL CLAIMS, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING (GROSS) NEGLIGENCE OR BREACH OF STATUTORY DUTY), STRICT LIABILITY, INDEMNITY, CONTRIBUTION, OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT THE CLIENT HAS PAID INOVA FOR THE SPECIFIC PRODUCT.

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 specific set forth in these Terms and Conditions.

The Client acknowledges, agrees, recognizes and 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 or downtime.

Unless otherwise indicated, all Products and services available for order through Inova are distributed on behalf of third-party Suppliers, hereinafter referred 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 the 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 OR WARRANTIES, EITHER EXPRESS OR IMPLIED, OF ANY KIND WITH RESPECT TO PRODUCTS SOLD. EXCEPT AS EXPRESSLY STATED HEREIN, INOVA EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND OR IMPLIED, OF ANY KIND WITH RESPECT TO PRODUCTS SOLD, INCLUDING BUT NOT LIMITED TO, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE CLIENT ACCEPTS, RECOGNIZES AND EXPRESSLY AGREES THAT THE SOLE AND EXCLUSIVE MAXIMUM LIABILITY OF INOVA 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 OR OTHER REPRESENTATIVES AND OR AFFILIATES BE LIABLE FOR SPECIAL, DIRECT, INDIRECT, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL AND OR PUNITIVE DAMAGES RELATED TO ANY PRODUCT SOLD.

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

#### **ASSIGNMENT**

Inova may assign, transfer or subcontract its rights and/or obligations under the Order. The Client may not assign, transfer 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 the Client's business; provided, however, that any such assignment will not relieve the 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 the Client.

#### **NOTICE**

All notices required or permitted by the Order must be in writing and signed on behalf of the party giving the notice, addressed to the party receiving it, and sent by courier, certified mail, facsimile, personal delivery or other recognized manner of delivery, addressed to the respective address specified at time of Order. Notices will be effective on date of receipt by the party to whom the notice is given except where the notice is sent by facsimile, 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 the Client with respect to the subject matter of the Order and supersedes all prior communications, representations, agreements, understandings, proposals, negotiations and promises relating to that subject matter, whether written or oral. Except as expressly set forth in these Terms and Conditions, no modification or waiver of the Order will be effective unless made in writing signed by the party to be charged with having given the modification or waiver. No failure or delay by Inova to assert any rights or remedies arising from a breach of the Order shall be construed as a waiver or a continuing waiver of such rights and remedies, nor shall a failure or delay to assert a breach be deemed to waive that or any other breach. If any part of these Terms and Conditions is found by a court of competent jurisdiction to be invalid, unlawful or unenforceable then such part shall be severed from the remainder of these Terms and Conditions, which will continue to be valid and enforceable to the fullest extent permitted by law.

#### **GOVERNING LAW, CHOICE OF VENUE**

These terms and Conditions shall be governed by and construed according to the laws of Jamaica. The parties expressly agree that any and all legal proceedings pursuant to these Terms and Conditions shall take place under the jurisdiction of the courts of Jamaica.

#### **CONFIDENTIALITY**

Both Parties shall maintain strict confidence and shall not disclose to any third party any information or material relating to the other or the other's business which comes into that party's possession and shall not

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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 or any other type of communication are not binding on Inova unless agreed to in writing 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, an act of God, accidents, communication provider problems/ failures, lockouts, fire, strike and or labor 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 Terms and Conditions are for organizational, convenience and easy legibility purposes ONLY and shall not be binding upon the parties.

June 2023

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