

1. GENERAL

1.1 These Conditions apply to all offers and agreements, including but not limited to the Agreement, whereby Antek supplies Products and/or Services of any nature whatsoever to the Client, even if these Products and/or Services are not (further) described in these Conditions. Deviations from these Conditions are only valid if they have been expressly agreed upon in writing.

1.2 These Conditions also apply to all agreements with the Client, for the implementation of which Antek shall involve third parties.

1.3 All offers from Antek are without obligation, unless expressly stated otherwise in writing in the offer.

1.4 The applicability of any sales, purchase, delivery, or other conditions by the Client, is expressly rejected by Antek.

1.5 If any provision of these Conditions is null and void or is annulled, the other provisions of these Conditions will remain in full force and Antek and the Client shall consult each other so as to agree on new provisions to replace the void or voided provisions, whereby the purpose and purport of the void or voided provision is taken into account as much as possible.

2. DEFINITIONS AND INTERPRETATION

In these Conditions, the Rate Schedule and every Quote, Order, Plan, Contract, or other arrangement in connection with the supply of Products and or Services by Antek IT Solutions to the Client, the following definitions have the following meanings:

"After Hours" means from 5:00pm - 8:00am Monday to Friday and all-day Saturday and Sunday, including Public Holidays;

"Agreement", means these Conditions, the Plan, Plan Schedules, Orders and Quotes, Work, and any and all arrangements between Antek and the Client, relative to providing the Products and or Services;

"Antek", means POS Systems N.V. and or Antek IT Solutions;

"Business Hours" means Monday to Friday from 8:00am to 5:00pm excluding Public Holidays;

"Client", means an individual, or legal entity seeking or obtaining a quote for, or who orders, Products and/or Services from Antek;

"Commitment Term", means the minimum term the Client acquires the Services for, as outlined in the Quote and or the Plan;

"Conditions", means these terms and conditions.

"Order" means an order requested by the Client for Products and/or Services in any form.

"Quote" means a quote provided by Antek;

"Quote Purchase", means, "Quote Purchase" the discount on the price per Product, when buying in a certain quantity;

"Period" means a particular number of half-days, days, weeks, fortnights, months, or any other period, as may be agreed, being the period during which the agreed upon Services will be provided;

"Plan" means any arrangement between Antek and the Client (whether individually or jointly with any other individual or legal entity) relative to Services and/or to Products provided by Antek under any arrangement in connection with Work agreed with the Client;

"Plan Schedule" means the key terms and framework of the Plans as set out therein, which may be amended by Antek, from time to time, without prior notice to the Client;

“Pre-Paid Blocks”, means, a predetermined amount of the fees relative to a predetermined number of hours of Services, as agreed upon;

“Products” means any goods provided by Antek in connection with any such goods, including but not limited to computer hardware and software products and any accessories;

“Public Holidays” means any day which is a public Holiday on Sint Maarten;

“Rate(s)” means the hourly rate(s) and other charges for Services (including any Call-Out Fee and any Return/Cancellation Fee) set out in the Rates Schedule, as well as any monies payable to Antek for any Work it has done;

“Rate Schedule” means the schedule of rates, charges and conditions for the Services of Antek , as may be amended from time to time, without prior notice ;

“Reasonable Assistance Limits” has the meaning as set out in clause 16.3;

“Return/Cancellation Fee” means the fee charged associated with a cancellation and/or return;

“Service request” means a request for service such as adds, moves, changes and technical assistance;

“Services” means the provision of any services by Antek including Work, and recommendations;

“Software” includes software and any installation, update, associated software and any services provided in connection therewith;

“Work” means any Services or Products that Antek provides, customizes, produces or acquires, to the Client, and which includes, but is not limited to, testing, troubleshooting, installation and configuration of new equipment or software, consulting, recommendation, scoping, planning, documenting and quoting for complex items.

In these Conditions, the Rate Schedule and every Quote, Order, Plan, contract, or any other arrangement in connection with the supply of Products and or Services , unless the contrary intention appears, the following applies:

Words denoting the **singular** number only **shall include the plural** number and vice versa;

Reference to **any gender shall include every other gender**;

Headings and words put in **bold** are for convenience of reference only and **do not affect the interpretation or construction** of any of these Conditions;

All references to dollars (\$) are to **United States Dollars (USD)**

A reference to time is to **Sint Maarten (GMT-4)**

Where an expression is defined, **another part of speech or grammatical form of that expression has a corresponding meaning**;

A reference to **“includes”** means **includes without limitation**;

A reference to **“will”** imports a condition not a warranty; and

A reference to **bankruptcy or winding up** includes bankruptcy, winding up, liquidation, dissolution, becoming an insolvent under administration, being subject to administration and the occurrence of anything analogous or having a substantially similar effect to any of those Conditions or matters under the law of any applicable jurisdiction and to the procedures, circumstances and events which constitute any of those Conditions or matters.

3. CONDITIONS

Unless otherwise agreed by Antek in writing, these Conditions are deemed incorporated in and are applicable to (and to the extent of any inconsistency will prevail over) the terms of every Quote, Order, Plan, Contract, or any other arrangement in connection with the supply of Products and/or Services.

4. COMMITMENT TERM

4.1 The Commitment Term commences on the first day of the month, succeeding the date of signing or the date of approving the Quote by the Client by email or through the contact form available on Antek's website.

4.2 After the expiry of the Commitment Term, an extension thereof will automatically commence for the same period as the original Commitment Term and will continue indefinitely, unless earlier terminated by the Client, as specified in Clause 5 (Termination).

5. TERMINATION

5.1 The Agreement may be terminated by the Client upon ninety (90) days written notice if Antek:

- (i) fails to fulfil in any material respect its obligations under the Agreement and do not cure such failure within thirty (30) days of receipt of such written notice;
- (ii) breaches any material term or condition of the Agreement and fail to remedy such breach within thirty (30) days of receipt of such written notice;
- (iii) terminates or suspends its business operations unless it is succeeded by a permitted assignee under the Agreement.

5.2 The Agreement may be terminated by Antek upon ninety (90) days written notice to the Client, notwithstanding any earlier termination as stipulated in these Conditions, or otherwise agreed upon in writing.

5.3 Antek shall be authorized to suspend the fulfillment of its obligations or to dissolve the Agreement with immediate effect and without any delay, without judicial intervention, in the event:

- (i) the Client does not or does not fully comply with (one of) its obligations under the Agreement(s);
- (ii) Antek becomes aware of circumstances that would indicate that the Client likely will not fulfill its obligations under the Agreement, in whole or in part, or would fulfill such obligation improperly;
- (ii) the Client was requested to provide security for the fulfillment of its obligations under the Agreement when the Agreement was concluded, and this security was insufficiently or not at all provided.

5.4 If the Agreement is dissolved, the claims of Antek become immediately due and payable by the Client. In the event Antek suspends the fulfillment of its obligations, it retains its claims under the law, the Agreement and these Conditions.

5.5 Upon termination of the Agreement Antek will notify the Client by which date the agreement(s) is/are terminated. After the termination date, the Client's space on the internet will be removed, its access code will be blocked and the domain name will be cancelled or cooperate in the transfer of the domain name until the termination date, provided that the Client has fulfilled all obligations towards Antek. After the termination date, all consequences and costs arising from (the use of) the website and the domain name are for the account and risk of the Client;

5.6 If either party terminates the Agreement, Antek will, on a best effort basis, assist the Client in an orderly termination of Services, including timely transfer of the Services to another designated provider, if the relevant information thereto will be timely and sufficiently be provided by the Client. For such assistance a fee shall be due by the Client based on the regular Rate as outlined in Antek's Rate Schedule, as applicable and in force at such time.

5.7 Should the Client wish to terminate the Agreement prematurely, without cause, it shall inform Antek in writing subject to a two (2) months' notice and pay all of the remaining payments up until the end of the Commitment Term.

6. REPRESENTATIONS

The Client acknowledges that no employee or agent of Antek shall be authorized to make any binding representation, warranty or any other commitment on behalf of Antek towards the Client, relative to the supply of Products and/or Services, other than made in writing and subject to the applicability of these Conditions.

7. AMENDMENT OF THE CONDITIONS

Antek may amend these Conditions from time to time and publish such amendments on its website. By doing so, Antek is considered to therewith have provided the Client sufficient notice, whereas Antek is under no other obligation to notify the Client in any other way of such amendments of these Conditions.

8. QUOTES

8.1 Quotes will only be valid for 7 days after the date set forth therein, unless otherwise specified in the Quote. A Quote is merely an invitation to the Client to place an Order and the acceptance as such of a Quote by the Client, will not constitute any binding contract or obligation, between the Client and Antek.

8.2 Once a quote has been confirmed by Antek, the prices in the Quote will be confirmed as to be the final agreed prices. A Quote is confirmed as 'final' after any last changes requested by the Client are made, and the corresponding (new) prices have subsequently been agreed upon by parties, so as to be the final prices.

8.3 The prices in the final Quote may deviate from the originally quoted prices as per the initial request. Antek reserves the right to alter Products and prices in the Quote, as long as the Quote has not been confirmed as final with the Client.

8.4 Quotes and estimates shall be deemed to correctly reflect the original specifications and are based on the cost at the time the Quote or estimate is given. If changes to the Quotes are required, and Antek agrees to such changes, these will be charged at the then prevailing Rate.

8.5 Once the final Quote has been confirmed it is considered to be converted to an Order, which will be subject to these Conditions.

8.6 The minimum time to respond to a Quote request is 24 hours. In the event a Quote is required urgently, the Client shall state this accordingly in its request. Antek will, but is not obligated, to use its best efforts to respond as soon as possible.

8.7 When a special price or discount offer has been applied to this Quote, no other special promotion, discount or bonus offer will be applicable.

8.8 In the event that Products in the Quote might be subject to any possible price and or supply fluctuations, Antek reserves the right to update such prices and Products in the Quote accordingly. If Products have undergone a price drop or a price increase, the Quote will then be adjusted accordingly. If Products are no longer available, these will then be replaced or substituted by other (similar) ones, as

much as possible based on and in accordance with Client's request and will be subject to Client's final approval.

8.9 Prices on non-stocked Products are subjected to price and stock fluctuations and can only be confirmed once the Quote is turned into an Order. Antek will endeavor to honor every price quoted. However, if there is a price increase that is beyond Antek's control, Antek at all times reserves the right to increase the quoted price(s) as it sees fit.

8.10 Once a Quote has already passed the expired date, Antek may, but shall not be obligated to, cancel the quote or estimate or consider it cancelled, without having to notify the Client or to obtain Client's approval.

8.11 The expected time of arrival information for Products is based on an estimate, given by Antek's vendors, and cannot be held as the actual promised date.

8.12 Freight charges will be added to the Order unless otherwise stated. Any included delivery charges are estimates only.

8.13 Antek keeps a limited inventory and as such may only order items once it receives a completed Order from the Client. In the event of a return or cancelation of an Order, a restocking fee may apply. Antek will need to get approval from the distributor that the stock is returnable before being able to issue a refund as not all products can be returned. There are no refunds or returns on software.

8.14 Prices may be based on total Quote Purchase, whereas when less items are purchased, the price per individual Product, might vary, in that the price per item will then be increased.

8.15 Unless otherwise specified, all hardware Products in the Quote have a manufacturer's warranty, which covers parts and labor for hardware, which warranty is only valid on a return to depot basis.

8.16 Antek may amend or withdraw a Quote at any time in its sole discretion, and without prior notice to the Client. Antek may do so for any reason it deems or considers fit, including, i.e. when Products and/or Services become unavailable or the cost price of Products and/or Services increases after the date of the Quote. Antek will then notify the Client accordingly.

9. ORDERS

9.1 The Client may place an Order for Products and/or Services with Antek. As a rule, Antek will require that the Client provides either a completed Order form or Antek approves the Quote electronically via either an email or a web based system, with the date and the Client's details, including its full business and/or legal name and a description of its business activities (including the full name or description of any individual or legal entity on whose behalf the Order is placed), as well as the Client's address, jointly with any relevant Quote number and date.

9.2 The Client will need to sign the Order, or have it duly executed on its behalf, unless the Order is sent by email or via the web based ordering system, in which case the Order will be treated or deemed duly signed by or on behalf of the Client, by the person whose name appears as the sender of the email or submitter of the form.

9.3 Absent actual knowledge to the contrary, Antek may rely upon the apparent validity of an Order. If any Order is signed or sent by email or approved through the web-based ordering system by a named person, that person warrants that the Order is, deemed in favor of Antek, to be:

- (i) signed by, and duly authorized by, both the person who signed the Order and the person who sent the email; and
- (ii) duly authorized by the person on whose behalf the Order is placed or apparently placed.

9.4 An Order has no effect unless or until it is accepted by The Client in writing and, until Antek has received from the Client payment in full for the Order and for any related freight, delivery and (where applicable) in-transit insurance costs.

9.5 Antek is not obliged to deliver any Order until it has received full payment for the Order, and for any related freight, delivery and (where applicable) in-transit insurance costs, or when Antek is unwilling or unable to complete the Order for any reason, provided that in the latter case, Antek will refund any payments made by the Client in respect of the Order.

9.6 For the purposes of ascertaining the credit standing or history of a prospective Client, to whom Antek may be considering extending credit or payment terms, the Client hereby consents to Antek undertaking a credit reference check with respect to the Client.

9.7 The Client will acknowledge that, amongst other things, Antek cannot cancel an Order once the manufacturer or supplier has dispatched the relevant Products and that such dispatch often occurs the same day as the Order is placed by Antek with the manufacturer or supplier. The Client may therefore not cancel an Order, prior to Antek having approved such cancellation in writing, which Antek in its sole discretion may decide to do or not do.

9.8 Antek has processes and procedures that it follows in the course of the supply of Products and Services. The Client agrees to co-operate with Antek and to comply with such processes and procedures as advised to it from time to time.

10. ADJUSTMENT OF SERVICES (Additional/Limiting)

10.1 All changes to the Services, as well as all activities that are not part of the Services or that are outside of its scope, whether at the request of the Client or resulting from a different implementation being required due to any circumstances, will be regarded as either additional work or less work, insofar as respectively additional costs or less cost are therewith involved.

10.2 Additional and less work will be invoiced to the Client based on subsequent calculation in accordance with the standard hourly Rates of Antek as communicated to the Client. This is rounded to the nearest fifteen minutes. However, work of less than 15 minutes will be rounded up to 15 minutes.

10.3 If Antek must perform more work than agreed upon due to circumstances that were unknown to it at the time the Agreement relative to it was entered into, or if Antek has to perform work under circumstances that turn out to be more difficult than foreseen when entering into the Agreement, Antek is entitled to charge the resulting additional costs to the Client.

10.4 The previous paragraph is subject to Antek having informed the Client in a timely manner about the circumstances and the additional costs involved. If the Client cannot agree with these additional costs, it may cancel the part of the additional work that has not yet been performed. The Client will not be entitled to a refund or reimbursement, of the costs of additional Work that already have been performed by Antek.

11. PRICING AND RATES

11.1 The Client owes Antek the agreed upon fees against the agreed upon Rates for the Services and/or Products. The Rates may consist of a fixed one-time fee and/or amounts due periodically.

11.2 Unless stated explicitly otherwise, all amounts are in United States Dollars and exclusive of any sales tax and/or any other government levies, if and to the extent applicable, as well as any costs

incurred relative to the Agreement, including any cost relative to shipping, administration and installation, unless otherwise agreed upon in writing.

11.3 Antek is authorized, after written notice to the Client and with due observance of a four (4) weeks' notice to at any time increase the prices and Rates for Products and Services supplied, subject to any fixed pricing period for any Plan.

11.4 Unless otherwise agreed, the Rates and prices can be determined and changed by Antek twice per calendar year. The Client agrees to a fixed price or a fixed (hourly) rate, however, Antek may nevertheless increase this fixed price or this fixed (hourly) Rate, if it appears that the originally agreed and expected quantity of work involved with the Services was insufficiently estimated to no fault of and which cannot be attributed to Antek. and which could not have reasonably be assumed and expected by it, at the time of entering into the Agreement with the Client, so as Antek cannot be expected to perform the agreed upon work at the originally agreed upon fixed price.

11.5 Antek will notify the Client of its intention to increase the fixed price or the fixed (hourly) Rate in writing and will state the amount and date on which such increase will take effect. In the event of price or rate increases of **25%** or more, the Client is entitled to terminate the Agreement in writing within seven (7) days after Antek's notification, and subject to a thirty days' notice.

11.6 The Client shall pay for the Products and Services in accordance with the Rates set out in any applicable Plan and the Rate Schedule, as amended from time to time.

11.7 Subject to any fixed pricing for specific periods in any Plan, Antek reserves the right to amend any Rate and/or any Rate Schedule from time to time.

11.8 In the event of unforeseen Services, Antek may charge the Client a so-called Call-Out Fee in, addition to the agreed upon regular Rates, as to be determined at Antek's sole discretion, which may vary depending on, which, when and where the Services are provided.

11.9 In the event of a return or refund of a Product or when an Order is cancelled by the Client, which, has been accepted by Antek, Antek may charge the Client a Return/Cancellation Fee to cover the administration costs to process the return and/or refund. Antek may deduct and/or set off the Return/Cancellation Fee from any amount that might be due to the Client by Antek. **9.10** The Client shall pay any out-of-pocket expenses incurred by Antek in providing the Services to the Client in addition to the Rates, or any other charges or fees, upon written demand by Antek to do so. Such expenses may include travel costs, flights, car hire, gas, insurance, taxi fares, accommodation and related meal allowance, tolls and car parking expenses. Where appropriate, Antek will obtain written authorization from the Client prior to such expenses are incurred.

11.10 Separate reasonable charges for Products and Services may be charged at Antek's sole discretion, for Products and/or Services, either separate or combined.

11.11 Where a charge is calculated based on increments of time (e.g. 1 hour, 30, 20 or 15 minutes), Antek will charge the applicable rate for the whole increment of time even if Services are provided during part of, that increment of time.

11.12 For Pre-Paid Blocks of Service payment must be made in advance at the rate applicable in accordance with the Rates Schedule for all Services. Each such rate being less any discount agreed in writing between Antek and the Client in respect of the Pre-Paid Blocks of Service. Services included in a Pre-Paid Block of Service during the Period:

(i) are calculated in accordance with the applicable minimum time periods and increments set out in the Rates Schedule; and

(ii) are only provided by Antek during the applicable Period.

11.13 When Services are provided for a specified Period:

- (i) the Services remaining unused for that Period cannot be rolled over into any subsequent Period; and
- (ii) Antek will not be liable to refund, reimburse, pay damages or otherwise compensate or indemnify the Client in respect of those unused Services.

12. SERVICES AND PLANS

12.1 Antek offers the Services and Plans as referred to in the Rate Schedule(s) and in any Plan. Antek may withdraw the supply of, or vary the scope or terms of, or add to or change, the Services from time to time without prior notice to the Client.

12.2 Antek will provide the Client with a copy of the current Rates Schedules upon request. Plan Schedules are tailored for particular Plans and are available to the Client, participating in such Plan.

13. CONTRACTING

Antek may subcontract or outsource any or all of the Services to be performed but shall retain prime responsibility for the Services under these Conditions.

14. DELIVERY, TITLE AND RISK

14.1 Antek will use all reasonable endeavors to dispatch Products by the due date but does not accept any liability for non-delivery or failure to deliver on time, caused by circumstances beyond its control, including but not limited to failures in delivery by suppliers, distributors and/or manufacturers or delays caused by third parties, such as, but not limited to, delivery companies.

14.2 The Client shall be available to accept the Products at the nominated delivery address during Business Hours, unless otherwise arranged.

14.3 Notwithstanding any possible retention of title (In Dutch: "eigendomsvoorbehoud") by Antek or claim thereto, delivery is deemed to have taken place, when the Products are delivered to the address nominated by the Client, whereupon risks of loss, breakage and all damage and all other risks will be for the account of the Client.

Until Antek receives full payment for any moneys due by the Client on any account or for any reason:

- (i) there shall be a retention of title by Antek relative to the Products sold and delivered to the Client;
- (ii) the Client must hold those Products as a custodian for Antek and shall not sell and transfer or give possession of those Products to any third party, until such time full payment shall be made by the Client;
- (iii) the Client shall keep those Products separate from its other goods and maintain the Products and their labelling and packaging intact and in good order.

14.4 Where the Client would act or refrain from acting contrary to the forgoing provisions, and would sell and transfer the Products, the Client shall be required to hold the proceeds of such sale in trust in a separate account, on behalf of Antek, and shall, upon the first request by Antek to do so, transfer such proceeds to Antek, in accordance with its payment instructions.

15. RETURNS AND CLAIMS FOR PRODUCTS AND SERVICES

15.1 Notwithstanding anything in these Conditions, the Client acknowledges that Antek supplies Products subject to all applicable conditions, including all applicable returns and claims policies, or warranties of any relevant manufacturer, distributor or supplier.

15.2 The Client may not return such Products or cancel such Services, in the event Products or Services:

- (i) would have an element of customization as per the request of the Client, and are supplied pursuant to an Order which, in the opinion of Antek is special or unusual, or
- (ii) are obtained from overseas, or
- (iii) are obtained from a supplier who is no longer trading in general or in the Products it concerns, or
- (iv) are otherwise not returnable by Antek to the manufacturer, distributor or supplier, or
- (v) are Services that under the terms of the Agreement may not be cancelled and/or returned.

15.3 The Client shall inspect all Products immediately upon their delivery. Within seven (7) days of such delivery the Client may give written notice to Antek of any matter or issue, by reason of which the Client might wish to return the Products, ask for a refund, or make a claim. If such notice is not or not timely given, the Client is considered to have accepted the Products in good order and condition and are no longer eligible for a return, refund or subject to any claim.

15.4 When eligible the Client shall return the Products in their original condition and unopened, provided always that when upon opening the packaging it becomes apparent that the Products are different to what is described on the packaging, or that the Products look or appear to be faulty, the Products still may be returned.

15.5 The Client will pay all costs and expenses incurred by Antek in arranging the return of the Products to a manufacturer, a distributor, or a supplier, and/or the cancellation of any related Services, unless such cost and expenses are borne by that manufacturer, distributor or supplier.

16 FUNCTIONALITY AND MEETING THE PURPOSE

16.1 By entering the Agreement, it is acknowledged and accepted that Antek commits itself to perform its tasks on a best effort basis, and so its commitments set forth herein constitute a best effort obligation.

16.2 The Client therefore acknowledges that a reasonable incident of the Services may involve trial and error and that it is a science applied, often in new or unknown circumstances, and involving experiment. In particular, also, that it acknowledges that the Services may involve tests, troubleshooting, advice and recommendations that may prove incorrect or inappropriate, particularly in an attempt to cure a difficulty, a complication the Client might have. Antek will make all reasonable endeavors to provide appropriate tests, troubleshooting, sound advice and good recommendations in order to assist the Client.

16.3 Antek is only obliged to provide what it considers, in its professional opinion, to be appropriate and reasonable assistance under the given (technical) circumstances (including but not limited to the installation and customization of new software or hardware for the Client or any other Work under any Plan.) Without limiting the discretion of Antek to determine what reasonable assistance is, normally, reasonable assistance is limited to Work done during Business Hours over a period of time not exceeding any period that Antek has allowed, or allows, or has estimated for the Work.

16.4 The parties acknowledge that:

(i) Antek may recommend from time to time that the Client would purchase products provided by third parties.

(ii) recommendations may be made in situations where the Client has made known to Antek the purpose for which the Products will be used or some function sought to be fulfilled;

16.5 Antek has no control over many factors involved with the suitability, function or fitness for purpose of Products in an existing or new computer environment, such as, but not limited to the compatibility or ability of the Products to fit into or perform according expectations in the receiving computer-, internet environment or network; or the operations of third-party supplier(s), for instance relative to the support provided by them.

16.6 The Client is aware and acknowledges that for reasons beyond Antek's control, the Products may:

(i) fail to meet the Client's expectations,

(ii) may not turn out to be fit for any or all of the purposes sought, and

(iii) may not be suitable or may not function properly in any or all respects.

16.7 The Client also acknowledges that the Services may involve the very task of seeking to customize Products so they may be fit for particular purposes and that customization may be a very substantial project in itself.

16.8 Accordingly, the Client accepts the sole responsibility for, and indemnifies and hold Antek harmless in respect of any claims suits or action on any kind, shape or form, from any third party:

(i) decisions as to whether or not to follow Antek's recommendations;

(ii) decisions as to whether or not to purchase or customize Products or obtain Services for that or any other purpose; and

(iii) any failure or defect in suitability, function or fitness for purpose of any Products and/or Services, including a responsibility to obtain Client's own independent advice or second opinion from a professional suitable, qualified person and/or company.

16.9 Services provided with a view to achieving the Client's purposes, suitability, function or fitness for purpose (whether expressed, agreed or otherwise), the Client must pay for those Services on time without any set-off or counter-claim, whether or not Antek is able to achieve any of such purposes, suitability, function or fitness for purpose, provided always that Antek has acted in good faith and has made what Antek considers, to have made all reasonable endeavors to achieve those outcomes and results.

16.10 The Client shall follow the instructions of Antek with regard to testing or troubleshooting any problems and that if those do not resolve the outstanding problems, Antek will, subject to these Conditions, allocate such resources as Antek considers reasonable in the circumstances it concerns.

17. PRODUCT SPECIFICATIONS

17.1 Antek shall make every effort to supply the Products in accordance with the Order. However, it may supply alternate Products that are subject to minor variations in the actual dimensions and specifications as ordered, or were changed by the manufacturer of the Products, after the date of the Order, though before delivery.

17.2 In the event Antek cannot supply the Products ordered by the Client, alternate Products of equal or superior quality may be supplied instead, however, without any increase of the price as quoted, or as otherwise agreed upon for the Products ordered.

18. CLIENT INFORMATION

18.1 Antek shall not disclose and keep confidential any specific information regarding the Client, without the Client's prior consent, other than for the purpose set forth herein.

18.2 The Client's information is collected for the proper fulfilment of Quotes, Orders and the supply of Products or Services and Antek may retain and use such information for any such purposes ("Authorized Purposes").

18.3 Antek may disclose information regarding the Client to third parties relevant for the exclusive purpose of fulfilment of Quotes, Orders and Work for the Client, or in order to provide Products or Services, and to verify the information provided, for enquiries about Products or Services that may be suitable for the Client's purposes, or to confirm the requirements, to anyone proposing to supply Products or Services to the Client, or to acquire Products or Services on the Client's behalf, or in respect of enquiries relating to any of the foregoing.

18.4 The Client's information obtained by Antek for the business purposes as stated herein, will be held by Antek, at its principal offices. The Client can request Antek to have access to such information and to make the necessary changes to it, if and to the extent required for the fulfilment of the obligations under the Agreement.

18.5 Antek may fully rely on the accuracy of the information and details requested, as submitted by the Client. The Client accepts that it may incur additional expenses when submitting incorrect or inconclusive information.

19. WEBSITE

Antek makes no representations or warranties in relation to information available on its website, including without limitation:

- (i) that the information on its website is complete or correct.
- (ii) that its website will be continuously available or free from any delay in operation or transmission, virus, communications failure, internet access difficulties or malfunction in hardware or software; and that Antek endorses any internet site linked to its website or any third-party products or services referred to on its website.

20. ACCESS TO SYSTEMS AND SITES

20.1 In order to provide the agreed upon Service, the Client shall give access to various items and place of business of the Client, including but not limited to, equipment, people and sites as and when required.

20.2 The Client agrees to allow Antek to install software on equipment that allows Antek's technicians to access the Client's system at any time. This software enables Antek to view system statuses, send monitoring information, see users' desktops, and control the Client's PC's. This may require that devices are left on overnight or weekends.

21. THIRD PARTY AUTHORISATIONS

At times Antek may need to contact the Client's third-party providers on its behalf, such as internet providers. Some of these providers may require the Client's authorization for Antek to deal on the

Client's behalf. It is the Client's responsibility to ensure that Antek is able to deal freely with these providers.

22. PAYMENT CONDITIONS

22.1 Payment due date: All invoices issued to the Client are due and payable to Antek within the terms stated on the invoice (unless otherwise agreed in writing) by cash, credit card or direct deposit in accordance with these Conditions and in the way set out in the Invoice.

22.2 Late payment: In the event the Client fails to pay an invoice within seven (7) days of the due date, Antek may, at its sole discretion and without prior notice, suspend or discontinue the supply of Products and/or Services.

22.3 Collections: All legal and other costs and expenses incurred in connection with the collection of (late) payments will be added to the amount due by the Client to Antek and will be collected in addition to the original amount(s) of the invoice. Any payment of any invoice on time, moneys which would have become due by the Client at a later date, shall simultaneously with the non-paid invoice, become immediately due and payable, without any further notice. All the amounts due by the Client to Antek as set forth in these Conditions are both individually and collectively referred to as "Sum Due".

22.4 Interest: If payment of any Sum Due is not made on time, or not paid in accordance with the agreed upon payment conditions, interest will be charged daily over the amount of the Sum Due, at the rate of 2% (two percent) per month, calculated and charged daily from the due date until the Sum Due is paid in full.

22.5 Application of funds: All payments of the Sum Due will be applied as follows:

- (i) first in or towards payment of any costs (including legal costs), charges, expenses or outgoings paid by Antek in relation to any dishonored cheque fees, collection costs or any other action taken by Antek for the recovery of any amounts owing by the Client;
- (ii) secondly, in or towards payment of any interest due or payable hereunder, and
- (iii) thirdly, in or towards payment of the Client's debts to Antek in order from the longest standing due to the most recently incurred.

22.6 Security: The Client may be required to provide security over its property (including the Products or any other property) as collateral, to be held as security for any Sum Due or as a condition precedent to the continuation of supply of Products and/or Services.

22.7 Payment arrangements: If a repayment arrangement is made in relation to any Sum Due and the supply of Products and/or Services is resumed, but then a repayment due under that arrangement is not made on time, Antek may, in its sole discretion and without prior notice, again suspend or discontinue the supply of Products and/or Services.

22.8 Other remedies: Antek may exercise any of its rights and remedies available to it under applicable law, including taking legal action, for the recovery of any moneys due to Antek under the Agreement, notwithstanding it is able to exercise other rights under these Conditions.

23. ERRORS AND OMISSIONS

Antek will make every effort to ensure that all prices and descriptions quoted are correct and accurate. In the case of an error or omission, Antek may, but is not obligated, to rescind the affected contract by written notice to the Client, notwithstanding that Antek has already accepted the Client's Order and/or

has already received payment from it. Antek's liability in that event will be limited to the return of any money the Client has paid in respect of the Order.

24. WARRANTIES

Antek is not issuing any warranty on any of the Products sold or Services provided by it to the Client, unless otherwise explicitly agreed upon in writing. The Client will solely rely on the warranties provided by the manufacturer, the distributor and/or supplier of Products supplied by Antek (where applicable) and will deal directly with such manufacturer, distributor and/or supplier, rather than Antek, for all claims covered by such warranties.

25. LIABILITY

25.1 Antek excludes and does not accept any liability for the Products delivered and Services rendered, save wilful misconduct and/or gross negligence by it, and subject to any legislation which would be mandatory to be applied by operation of law and which would leave any liability, based on applicable mandatory law.

25.2 Except as specifically set out herein and in so far as may be permitted by applicable law, any term, condition, or warranty in respect of the quality, fitness for purpose, condition, description, assembly, manufacture, design and/or performance of the Products or Services, whether implied by applicable law, trade usage, custom or otherwise, is hereby expressly excluded.

25.3 The Client acknowledges to be solely responsible for backing up its programs and data in order to mitigate its own potential loss of programs and data, for which loss Antek cannot be held liable.

25.4 Except as otherwise expressly stated in these Conditions, Antek shall not be liable for any loss and or damage of any kind, however caused (including, but not limited to negligence), suffered, or incurred by the Client in connection with,

- (i) Products or Services provided to the Client or any Work;
- (ii) these Conditions;
- (iii) the Client's use of Antek's website (including the use of a credit card or debit device) or any linked website;
- (iv) the non-availability of Products or Services for any reason;
- (v) using and disclosing any specific information of the Client, provided by it for the purpose of fulfilling the obligation under this Agreement,
- (vi) any act or omission of Antek, relative to the supply of inaccurate, incomplete, inconclusive or incorrect information relative to and provided by the Client.

25.5 To the extent that any legislation implies a condition or warranty that cannot be excluded but can be limited, clause 25.4 does not apply to that liability and the liability for any breach of that condition or warranty is limited to Antek's doing any one or more of the following (at its election):

- (i) replacing the Products or supplying equivalent Products, Services or Work;
- (ii) repairing the Products or the Work;
- (iii) paying the cost of replacing the Products or the Work or acquiring equivalent Products, Services or Work; or
- (iv) paying the cost of having the Products or the Work repaired.

25.6 Any possible liability of Antek due to an attributable shortcoming in the fulfillment of the Agreement only arises if the Client notifies Antek in writing immediately, but not later than with 24 hours, after the Client has noticed or could have noticed such shortcoming.

25.7 The total liability of Antek, if any, due to attributable shortcomings in the fulfillment of its obligations under the Agreement or applicable law, is limited to compensation of the maximum amount covered under and paid out by Antek's insurance policy, if applicable. In the event no amount is paid out under such insurance policy, not on any other basis, any possible liability arising from this Agreement on the part of Antek, shall be limited to an amount not in excess of US\$ 25,000.-. Any claims for loss and damages will expire one (1) year of the date on which the client notices or is informed or becomes otherwise aware or could have become aware of any possible loss or damage, and will in any event lapse after three (3) years of such date.

25.8 Liability for damage resulting from physical injury or direct depreciation as a result of direct damage to property, resulting from an unlawful act committed by Antek is limited to the financial loss up to a maximum amount covered by Antek's general liability insurance.

25.9 Liability for indirect damage, including consequential damage, lost profit, lost savings and damage due to business interruption, is expressly excluded.

25.10 The transmission or digital and/or electromagnetic storage of data via cables, radio waves, optical means or other electromagnetic means entails risks in the area of preservation and security of this data. Antek is not liable either for damage resulting from or related to the deterioration, disruption, disappearance, distortion and disclosure of the data that is stored digitally and/or electromagnetically or transmitted via cables, radio waves, optical means or other electromagnetic means, although Antek makes every reasonable effort to prevent this within to the best of its ability.

25.11 Any liability of Antek is excluded for damage or the failure or incomplete functioning or otherwise disruption of its Services or access to its Services in the event of an unforeseen temporary or sudden increase in data traffic, interruption or blocking of access to the system or the Internet in the event of power failure, destruction, damage and any other cause beyond Antek's control.

25.12 Liability of Antek for damages to third parties is also excluded.

26. INDEMNIFICATION

26.1 The Client shall indemnify and hold Antek harmless in respect of the performance or otherwise, by any manufacturer of Products or supplier of Services, rendered to the Client by Antek, of any of the obligations of such manufacturer or supplier in respect of such Products or Services. This includes any damages or moneys due to the Client arising under, or in connection with, any breach by the manufacturer or supplier of any of the warranties in respect of the Products it concerns.

26.2 The Client will accept Products subject always to these Conditions and the terms of such conditions of such manufacturers, distributors or suppliers and will indemnify and to the extent applicable and or possible, hold Antek harmless in respect of any further or other obligation or any failure or default on the part of that manufacturer, distributor, or supplier.

26.3 The Client shall indemnify and hold Antek harmless in respect of all allegations and claims in respect of all Products once such Products have been used, installed, customized or re-sold by the Client (without prejudice to the recourse of such a customer to the manufacturer of the Products).

26.4 The Client indemnifies and hold Antek harmless against any claim, allegation, loss, damage or expense arising directly or indirectly from:

- (i) any unauthorized Software use by the Client, and/or its agents, its employees and its customers;

- (ii) any breach of any Software license in respect of Software provided to Antek by the Client to be installed on one of the Client's computers or servers;
- (iii) otherwise as a result of installing Software at the Client where it is not authorized to use the Software; and
- (iv) any problem, defect or malfunction associated with any Software (or related services) supplied by third parties.

26.5 The Client indemnifies and hold Antek harmless in respect of any allegation, claim, loss or expense by any third party for any program or data loss or damage suffered by the Client and subsequently by any such third party, arising directly or indirectly from the supply of the Products and/or Services by Antek to the Client.

26.6 The Client indemnifies and hold Antek harmless in respect of any allegation or claim as to any indirect or consequential losses or expenses suffered by any third party, howsoever caused, including but not limited to loss of turnover, profits, business or goodwill or any liability to the Client or any such third party.

26.7 The Client indemnifies and holds Antek harmless for any allegation or claim for loss or damage by any third party, where Antek allegedly would have failed to meet any delivery date or cancels or suspends the supply of Products and/or Services.

26.8 The Client indemnifies Antek for any and all claims from third parties with regard to any damage for which Antek would be held liable towards the Client.

27. FORCE MAJEURE

27.1 In these Conditions, force majeure is understood to be all external causes, foreseen or unforeseen, on which Antek cannot exert any influence, but as a result of which it is unable to fulfill its obligations towards the Client, including but not limited to strikes in the companies of the manufacturers, distributors or suppliers, or in the countries, or the regions thereof, where those companies are located.

27.2 Antek will not be liable for any breach of contract due to any matter or circumstance beyond its control, including failures by third parties to supply goods, services or transport, stoppages, transport breakdown, fire, flood, earthquake, acts of God, strikes, lockouts, work stoppages, wars, riots or civil commotion, intervention or public authority, explosion, or accident.

27.3 Antek may have to cancel an Order (even if the Order has already been accepted) and not deliver the Product or cease to provide the Services, Antek will inform the Client accordingly by written notice as soon as reasonably possible. However, Antek does not accept any liability with respect to such cancellation.

27.4 Insofar as Antek at the time of the commencement of the force majeure, has already partially fulfilled, or will be able to fulfill, its obligations under the Agreement, and the fulfilled or to be fulfilled part has independent value, Antek shall be entitled to separately invoice such obligations already fulfilled or to be fulfilled in part, to the Client.

27.5 Antek and the Client may suspend the obligations under the Agreement, either in whole or in part, during the period that the force majeure continues. If this period lasts longer than three (3) months, either party is entitled to dissolve the Agreement, without any obligation to pay damages to the other party.

28. NON-SOLICITATION OF EMPLOYEES

28.1 The Client agrees that employees are one of the most valuable assets of Antek, and policy and professional ethics therefore require that its employees do not seek employment with or will be offered employment by its clients during the course of client's engagements, and for a period of two (2) years thereafter. The Client therefore shall refrain from directly or indirectly offering the employees of Antek employment or in any way shape or form solicit the services of the employees of Antek on behalf of the Client or on behalf of any other (third) party, during the same time frame.

28.2 In the event this provision would be violated, the Client shall pay Antek immediately 100% of the total annual salary of the employee as applicable at the time of such breach, as liquidated damages. Antek shall in that event have the option to terminate the Agreement without further notice or liability to that Client. The amount of liquidated damages reflected herein is not intended as a penalty and is reasonably calculated based upon the projected costs Antek would incur to identify, recruit, hire and train suitable replacements for such personnel.

29. SOFTWARE/LICENSES

29.1 All Software licenses and implementing all required updates thereof are the responsibility of the Client and not of Antek. It is the duty of the Client to properly store all licenses for all Software used, so that that they can be reproduced if and when required. This includes all Software installed by Antek.

29.2 The Client shall be responsible for making copies of all information stored and collected using Software provided to the Client by Antek.

30. INTELLECTUAL PROPERTY

30.1 All intellectual property rights to the Products supplied by Antek are held by Antek, including but not limited to software, equipment, models, analyses, documentation, manuals, quotations, as well as the preparatory material thereof, unless expressly agreed otherwise in writing.

30.2 All copyright in custom software produced and developed by Antek remains the sole property of Antek, unless alternate arrangements are made as part of a separate software agreement.

30.3 Without express written permission of Antek the Client is not permitted to use any of the equipment supplied by Antek, to change or remove the delivered Products or brands or identifying marks affixed to the packaging thereof, or to change, publish or reproduce the delivered Products or any part thereof.

30.4 Antek grants the Client a non-exclusive right of use to the Products delivered by it. Without the explicit prior written permission of Antek, the Client is not entitled or in any way authorized to use the delivered Products in any other way than agreed and/or to make the rights and/or powers granted to it available to third parties, in whole or in part. and/or license it.

30.5 In the event of claims from third parties regarding any infringement of intellectual property rights, or if there is a suspicion that the performance of an agreement infringes the rights of third parties, Antek is free to take such measures as it sees fit in order to eliminate the alleged infringement and to limit the damage in this respect as much as possible. If and insofar as Antek measures to be taken entail costs for the Client, Antek shall not be liable for this.

30.6 The Client grants Antek indemnification and holds Antek harmless for all damage and costs for which Antek shall be held accountable by third parties as a result of infringements of their intellectual

property rights alleged by such third parties, with regard to the claims made by the Client to Antek items made available. The Client will pay Antek and provide adequate security at Antek's first request for compliance with its ensuing financial obligations towards Antek.

30.7 The Client will inform Antek immediately by notifying Antek in writing of any claim by any third party regarding a (threatened) infringement of intellectual property rights regarding the Products supplied and delivered (or still to be delivered) by Antek and or Work performed (or still to be performed).

31. CONFIDENTIALITY

31.1 Antek acknowledges that in the course of the execution of the Agreement and so in providing Services to the Client, Antek may learn from the Client certain non-public personal and otherwise confidential information relating to the Client, including Client's customers, consumers or employees. Antek shall regard any and all such information which in any way relates or pertains to the Client, including its customers, consumers or employees as confidential.

31.2 Likewise, the Client acknowledges that all information and services, consulting techniques, proposals, and documents disclosed by Antek or which comes to Antek's attention during the course of business and which is provided under the Agreement, constitute valuable assets of, and confidential and/or proprietary information to Antek.

31.3 As such, both parties shall take all commercially reasonable steps to not disclose, reveal, copy, sell, transfer, assign, or distribute any part or parts of such information in any form, to any person or entity, or permit any of its employees, agents, or representatives to do so for any purpose except unless permitted in writing by the disclosing party which confidential information is to be disclosed, or in the event (and as) required by applicable law.

32. SEVERANCE

If any provision contained in these Conditions is unlawful, invalid or unenforceable, those provisions may be severed without prejudice to the validity and enforceability of the remaining provisions of these Conditions.

33. ASSIGNMENT

The Client may not assign its rights and obligations under the Agreement without the prior written consent of Antek. Antek may assign any or all of its obligations and rights under the Agreement, subject to notifying the Client accordingly prior thereto.

34. NOTICES

Any notices given under these Conditions shall be in writing and sent by e-mail to the last notified e-mail addresses of Antek and the Client.

35. GOVERNING LAW AND JURISDICTION

These Conditions shall be governed by and construed in accordance with the laws of Sint Maarten and the parties submit to the exclusive jurisdiction of the Courts of Sint Maarten.

