

viNGN GENERAL PROVISIONS ADDENDUM

Vendor shall furnish all item(s) in accordance with the terms and conditions of the following General Provisions which are incorporated into all contracts or purchase orders executed by or transmitted to Vendor by viNGN:

1. APPLICABILITY: These provisions shall apply to all orders and purchases made by viNGN from Vendor orally or in writing including without limitation any purchases made or orders placed prior to the transmission of the purchase order transmitted with these General Provisions.

2. COMPLIANCE WITH APPLICABLE LAW: The procurement may be funded wholly or partially with federal or local public funds and is subject to the specific requirements of applicable federal or local law governing such funds. In supplying goods or services to viNGN, the Vendor shall further comply with all applicable federal and local laws and regulations, including without limitation those relating to taxes and licensing, labor and employment, workplace and public safety, the environment, and provisions of law prohibiting conflicts of interest, kickbacks, false claims and unlawful discrimination.

3. CHOICE OF LAW: The laws of the United States Virgin Islands shall govern all purchases by viNGN from Vendor and jurisdiction as well as venue shall be and remain in the Virgin Islands.

4. WARRANTY: The Vendor warrants that all item(s) furnished and all services performed by the Vendor, its agents and sub-Vendors shall be merchantable and free and clear of any defects in workmanship or materials. Unless otherwise stated in a contract or Purchase Order, all item(s) are warranted for a period of one year following delivery by the Vendor and acceptance by viNGN. The Vendor shall repair, replace or otherwise correct any problem with the delivered item. Any replacement shall be with an item of equivalent or superior quality without any additional cost to viNGN. In the event the standard warranty terms offered by the manufacturer or Vendor are more favorable than the foregoing, the more favorable term or terms shall apply.

5. TERMS: Payment terms shall be net 30 unless otherwise provided in the Contract or Purchase Order. The Vendor shall provide viNGN with a properly itemized invoice for all goods and services. Vendors are reminded Virgin Islands law makes it unlawful for a Vendor to state separately the gross receipts tax or any portion thereof on any bill or invoice.

6. INDEMNITY AND HOLD HARMLESS PROVISION: The Vendor shall hold viNGN

harmless from and indemnify viNGN against any and all third party claims, demands and actions based upon or arising out of the products delivered or any activities performed by the Vendor and its employees and agents in furtherance of the procurement, upon notice by viNGN to Vendor upon learning of same.

7. ACCEPTANCE: The Vendor shall be compensated only for item(s) that conform to the purchase order and any underlying contract and are delivered to and accepted by viNGN. No items received by viNGN shall be deemed accepted until viNGN has had a reasonable opportunity to inspect the item(s) delivered. Payment shall not be construed as acceptance of the items furnished. viNGN reserves the right to conduct further testing and inspection after payment, but within a reasonable time after delivery, and to reject the item(s) if such post payment testing or inspection discloses a defect or a failure to meet product specifications set forth in the order.

8. RIGHTS CUMULATIVE: The rights and remedies of viNGN provided in these General Provisions shall not be exclusive and are in addition to any other rights and remedies provided by law. viNGN's failure to exercise any rights or remedies provided in this paragraph shall not be construed to be a waiver by viNGN of its rights and remedies in regard to the event of default or any succeeding event of default.

9. WARRANTY OF NON-SOLICITATION: The Vendor expressly warrants as a condition of payment that it has employed no person to solicit or obtain the order on its behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement, and that it has not paid, or promised or agreed to pay to any person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission, or percentage upon the amount receivable by it hereunder; and that it has not, in estimating the price demanded by it included any sum by reason of such brokerage, commission or percentage; and that all monies payable to Vendor hereunder are free from obligation to any other person for services rendered, or supposed to have been rendered, in the procurement of the order. Breach of this warranty shall give viNGN the right to terminate the Contract, or in its discretion, to deduct from the contract price of consideration the amount of such commission, percentage, brokerage or contingent fees and to take such other and further action as may be appropriate under the circumstances.