

TERMS AND CONDITIONS OF SALE

The following terms and conditions ("Sale Terms") shall apply to all transactions ("Transactions") for the sale and/or grant of license of any products (including software) or services ("Products") by KDDI Philippines Corporation ("Seller") to a buyer ("Buyer"), provided that should the Seller and the Buyer to any Transaction enter into a specific agreement ("Agreement") in respect of the Products to be provided thereunder, the said Agreement shall govern. The employees of KDDI Philippines are not authorized to enter into oral collateral agreements or to give verbal guarantees going beyond the contents of the Sale Terms or the Agreement, as the case may be. The Seller hereby objects to any terms and conditions that may be contained in any form issued by the Buyer and hereby expressly rejects them in their entirety, unless the said terms and conditions are agreed upon in the Agreement. By issuing a purchase order based on the Seller's Quotation, accepting delivery of, using and/or accessing the Products supplied under a Transaction, the Buyer is deemed to have accepted these Sale Terms.

1. QUOTATION AND PRICES

Prices for the Products shall be that as specified in the Seller's Quotation. Prices for the Products may be subject to change by the Seller without notice and orders for future delivery will be billed according to the price in effect at the time of delivery. Unless otherwise stated therein, the Seller's written quotations shall automatically expire after fifteen (15) calendar days from the date of issue and shall be subject to termination by notice within that time period.

2. PAYMENT

The Seller shall submit its itemized invoice to the Buyer according to the payment terms specified in the Seller's Quotation or otherwise agreed in respect of the Transaction. The Buyer shall pay the amount under each invoice without any counter claims, offset or deductions, within the period agreed upon or otherwise indicated in the invoice. The Buyer shall be liable to pay interest at the rate of 2% per month and penalty of 3.5% per month on all invoiced sums which remain unpaid after their due date until the date of actual payment.

3. TAXES

Unless stated otherwise, Product prices shall be exclusive of all taxes, duties, levies, fees or other charges ("Taxes") imposed by any authority in relation to a Transaction (excepting any taxes on the Seller's gross or deemed income). Where applicable, such Taxes will be added to the invoice as a separate charge to be paid by the Buyer.

4. DELAYS

The Seller shall not be responsible or liable for any delay or failure to deliver which is not attributable to the Seller or within its reasonable control. Further, performance of orders and contracts, and delivery shipment of the Products are subject to and contingent upon delay directly or indirectly caused by, or in any other manner arising from fires, floods, accidents, riots, acts of God, war, government interference, embargoes, priorities, regulations, orders and restrictions, strikes, labor difficulties, shortage of labor, fuel, power, material or supplies, transportation delays, the Seller's production schedules, or any other causes (whether or not similar in nature to any of these herein before specified) beyond the Seller's control ("Force Majeure Event") and the Seller would not be liable for any loss or damage suffered by the Buyer arising therefrom. The Seller reserves the right, in the event if the happening of any of the above contingencies, at its option, to cancel the Buyer's order or the Transaction or any part thereof without any resulting liability, in which case, the Seller shall refund any amount already paid by the Buyer (if any) within 30 days following cancellation.

5. CANCELLATION

The Buyer cannot cancel any order or Transaction without the consent of the Seller which if given shall be deemed to be on the express condition that the Buyer shall indemnify the Seller against all loss, damage, claims or actions arising out of such cancellation. The Buyer may request for a change or variation to any Products ordered from the Seller hereunder prior to their delivery date, provided that such change or variation shall become effective and/or binding only upon written acceptance of the Seller, and on the condition that the Buyer shall fully indemnify the Seller against all costs, loss, damage, claims or actions arising out of such change or variation.

6. DELIVERY AND RISK OF LOSS

All delivery dates are estimates only and the time of delivery shall not be of the essence of the contract. In no circumstances shall the Seller be liable to compensate the Buyer in damages or otherwise for non-delivery or late delivery of the Products or any loss suffered by the Buyer, whether or not the Seller has been advised of the possibility of such losses, unless there is fraud, willful misconduct or gross negligence on the part of the Seller. Should the Seller be prevented from or hindered in the delivery of the Products or any part thereof due to a Force Majeure Event, the time of delivery shall be extended until the operation of the cause preventing or hindering delivery has ceased. The Seller shall be entitled to deliver the Products in one or more consignments unless otherwise expressly agreed. Risk of loss or damage in the Products shall pass to the Buyer when the Products are dispatched from the Seller's stated point of dispatch. The Seller retains title to all Products until full payment for the Products has been received by the Seller, subject to Clause 9.

7. STORAGE

In case of delay of shipment for reasons attributable to the Buyer, then at the Seller's request, the Buyer shall place the Products in storage and pay all handling, insurance and storage charges. Payment due hereunder shall be made in accordance with the terms hereto, substituting date of storage for date of delivery to common carrier or licensed trucker.

8. CLAIMS

Claims for defective Products, shortages, delays or failures in shipment or delivery, or for any other cause, shall be deemed waived and released by the Buyer unless made in writing within five (5) days after the Buyer's receipt of the said Products. No claims will be considered for goods altered, defaced or upon which any additional operation has been performed and no claims will be allowed for labor, rework,

transportation or other expense incurred by the Buyer, without prior written approval of the Seller. If the Products failed to meet the written specifications agreed to by the Seller, the Buyer shall not return them but shall notify the Seller within the said five (5)-day period, stating full particulars in support of the claims, and the Seller's sole liability will be to, at the Seller's option: (a) repair or replace the Products upon return of the defective or unsatisfactory material; or (b) refund the amount paid by the Buyer for the Products in question; or (c) otherwise resolve the matter fairly and promptly.

9. LIMITATION OF LIABILITY

Except for death or personal injury caused by the Seller's negligence, the Seller's aggregate liability for any and all claims arising out of or in connection with each Transaction for breach of contract, breach of warranty, breach of statutory duty or negligence (or other tort) is limited to direct damages suffered by the Buyer up to a maximum of the total price paid by the Buyer for the Products in that particular Transaction in respect of which the claim arose. Provided that under no circumstances shall the Seller be liable for loss of production, loss from business interruption, loss of data, loss of profits, loss of anticipated savings, loss of goodwill or any indirect, incidental, special or consequential damages, losses or expense, even if the Seller has been advised of the possibility of such damages. The Seller does not warrant or guarantee the technical advice given by it in connection with the installation or the use of the Products sold hereunder and no warranty or guarantee as to merchantability or fitness of the Products for any purpose is made unless the same is specifically set forth in writing and signed by the authorized representatives of both parties, but in such case such warranty or guarantee is limited as above provided.

10. WARRANTY

The warranty and remedies set out herein are exclusive and implied or otherwise, including warranties of merchantability and fitness for a particular purpose. The Seller does not assume or authorize any other person to assume for it any other liability in connection with its products.

11. MAINTENANCE SERVICE / MANUFACTURER'S SUPPORT

The Seller may provide Maintenance Service and/or Manufacturer's Support on the Products, upon the Buyer's purchase of the same. The Buyer understands that in the event that the Buyer should only purchase Manufacturer's Support, the Seller is under no obligation to provide Maintenance Service, and the Buyer should contact the manufacturer directly for the necessary service or support..

12. REVOCATION OF CREDIT

The Seller reserves the rights at any time to revoke any credit extended to the Buyer in the event that the Buyer fails to pay for any of the Products when due or for any other reason deemed good and sufficient by the Seller. In the event of such revocation of credit, all subsequent shipments by the Seller shall be paid for by the Buyer on delivery.

13. EXPORT REGULATIONS

Products sold by the Seller may be subject to regulation by the United States, Japan and other national governments. The Seller adheres to a strict policy of compliance with the export laws and regulations of United States, Japan and all other nations concerning the purchase and sale of the Products. If the Buyer sells or transfers title and/or right to use all or part of the Products to a third party or itself exports the Products, the Buyer shall be solely responsible for compliance with all prevailing export restrictions. The Buyer shall not sell nor transfer the Products to another entity if the Buyer knows or has reason to believe that the Products will be re-exported, sold, transferred or otherwise taken outside the Philippines in violation the laws and regulations of the United States, Japan or other national governments.

14. CONFIDENTIAL INFORMATION

Any Confidential customer data or information generated between the Buyer and the Seller through the Product or Project implementation is kept for one year from the date of the Completion, and the Seller will destroy or dispose of the said data or information after one year from the date of the project completion with Buyer's written acceptance. In the event that the Seller provides Maintenance Service to the Buyer, the provisions of the Maintenance Contract shall govern the treatment of confidential customer data or information in connection with the Maintenance Service.

15. GOVERNING LAW

All Transactions and these Sale Terms shall be governed by and construed according to the laws of the Philippines. Nothing herein confers or purports to confer upon any third party who is not privy to this agreement any benefit or any right to enforce any of the Sale Terms.

16. DISPUTES

Any dispute, controversy or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity, interpretation, performance, breach or termination, shall be referred to and finally resolved by binding arbitration in Philippines in accordance with the Philippine Dispute Resolution Centre Inc. Arbitration Rules (the PDRCI Rules) for the time being in force, which rules are deemed to be incorporated by reference. The place of arbitration shall be in Philippines. Arbitration proceedings (including but not limited to any arbitral award rendered) shall be in English. The award shall be final and binding on the Parties, and judgment upon any award may be entered and enforced in any court having jurisdiction. Nothing in this clause shall prevent a party from seeking relief before an appropriate court.