



VI Next Generation Network
 #3 King Cross Street (physical)
 2179 King Cross Street (mailing)
 Christiansted, St. Croix, VI 00802-4808
 Phone: 340-715-8581 Fax: 340-489-0052

Purchase Order

Vendor

Shipping Address

Shipping Method
 F.O.B.

Quantity	Item	Units	Rate	Amount
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This purchase is subject to the attached General Provisions which are incorporated herein.

Total

 Elisa G. Hodge - Controller

 Stephan Adams - Chief Executive Officer



GENERAL PROVISIONS

Vendor shall furnish all item(s) in accordance with the terms and conditions of the following General Provisions which are incorporated into all purchase orders 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 ARRA AND OTHER LAW: The procurement may be funded wholly or partially with federal funds subject to the American Recovery and Reinvestment Act of 2009 (ARRA). The vendor shall comply with all applicable provisions of ARRA, which may include, but are not limited to the provisions in Division A, Titles XV and XVI (e.g., audit provisions, whistleblower protection, anti-kickback and conflicts of interest provisions, and preferences for American products unless an exemption exists). In supplying goods or services to viNGN, the Vendor shall further comply with all other applicable federal and local laws and regulations, including without limitation those relating to tax, labor, the environment, conflicts of interest and false claims.

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 United States 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 the 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 & DELIVERY: All item(s) shall be delivered F.O.B. U.S. Virgin Islands at the location or locations designated by viNGN. The Vendor shall bear the risk of loss, injury, or destruction of the item(s) ordered prior to receipt of the items by viNGN. Such loss, injury, or destruction shall not release the Vendor from any contractual obligations. In addition to any other remedies the order is subject to full or partial revocation or cancellation, at viNGN's option, for failure to deliver as specified. Payment terms shall be net 30 unless otherwise provided in the Contract or Purchase Order.

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, provided viNGN gives Vendor prompt notice of any such claim of which it learns.

7. ACCEPTANCE: The Vendor shall be compensated only for item(s) which conform to the purchase order and any underlying contract and are delivered and accepted by

viNGN. No commodities 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 by the Vendor 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. The Vendor agrees that viNGN may set off the amount of any other obligation of the Vendor or its subsidiaries or affiliated persons or entities to viNGN against any payments due the Vendor under any contract with viNGN. Any item discovered to be defective or which fails to conform to specifications may be rejected upon initial inspection or at any later time if the defects contained in the item or the noncompliance with the specifications were not reasonably ascertainable upon initial inspection. It shall thereupon become the duty of the Vendor to remove any rejected item from the premises without expense to viNGN within fifteen (15) days after notification. Any rejected item left longer than fifteen (15) days will be regarded as abandoned, and viNGN shall have the right to dispose of it as its own property, and shall retain that portion of the proceeds of any sale which represents viNGN's costs and expenses in regard to the storage and sale of any such item. Upon notice of rejection, the Vendor shall immediately replace any rejected item with others conforming to the specifications and which are not defective. If the Vendor fails or refuses to do so, viNGN shall then have the right to procure a corresponding quantity the subject commodity, and deduct from any monies due or that may thereafter become due to the Vendor, the difference between the price stated in the Contract and the cost thereof to viNGN.

8. RIGHTS CUMULATIVE: The rights and remedies of viNGN provided in this paragraph 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.

