1. GENERAL TERMS AND CONDITIONS OF THE OFFER

- (a.) The terms and conditions set out herein and the obligations imposed on you and the rights and powers of FDB under the provisions of the Fiji Development Bank Act 1966 as amended from time to time will form the terms and conditions of FDB's securities.
- (b.) All out of pocket expenses incurred by FDB together with FDB's usual fees in connection with any of its services, whether it be directly or indirectly offered, will be debited to your account and are payable by you irrespective of whether or not the loan is disbursed.
- (c.) In the event the loan is withdrawn, you are liable to meet all the costs/fees pertaining to the preparation, stamping and registration of security documentation and fees incurred after loan acceptance.
- (d.) Any undrawn portion of the loan remaining after three months from date of acceptance of the offer or such other dates as advised by FDB will be subject to a commitment fee as stipulated in the **Scheduled of Fees and Charges**. The commitment Fee will be charged to the account on a monthly basis.
- (e.) The Facility shall be repayable on demand and until demanded, shall be repayable in accordance with the repayment arrangements applicable to each facility as set out herein. Demand can also be made upon a material breach or event of default by the borrower and/or the mortgager.
- (f.) Loan funds will be made available against such evidence of expenditure or reports as FDB may require and FDB reserves the right to discontinue making disbursements of the loan funds at any time for any reasons whatsoever upon written notification to you.