
Standard Terms and Conditions of Sale – April 2018

General Application

The sale of any and all Seller goods shall be conditioned upon, and subject to the following terms and conditions ("Terms and Conditions") which shall form an integral part of any agreement between Buyer and Seller. Buyer's acceptance of any quotation, proposal or offer made by Seller for the sale of its goods is expressly made subject to these Terms and Conditions and none of the Terms and Conditions may be added to, modified, superseded or otherwise altered except as agreed in writing with Seller. All orders for goods received by Seller shall be governed only by these Terms and Conditions, notwithstanding any terms and conditions in any purchase order, or any other form issued by Buyer. Seller hereby cannot accept any terms and conditions which may be found incorporated in any purchase order or any other form issued by Buyer and hereby notifies Buyer that they are not accepted. Any services offered by Seller and provided by Seller and/or provided in connection with the sale of any goods ("Services") are conditional upon and subject to Seller's Standard Terms and Conditions of Sale (Service) that are in effect from time to time and are incorporated by reference as if fully rewritten in these Terms and Conditions and are attached to these Terms and Conditions or are available at Seller's website or upon request of Buyer.

Pricing

- Prices quoted by Seller shall remain firm for a period of thirty (30) days from the date of the Quotation provided. Seller reserves the right, at any time prior to the acceptance of a Quotation by Buyer, to adjust prices quoted by providing written notice to Buyer regarding any such adjustment. Quotations provided are based on Buyer's purchase of the entire scope of goods identified in a Quotation. If less than the entire scope of goods identified in a Quotation is ordered by Buyer, prices may vary. Unless otherwise stated in a Quotation, installation, commissioning, familiarisation and/or set-up services are not included in the price of goods to be provided by Seller. Buyer shall pay Seller to the extent of services provided, or for the quantity of goods shipped should Seller be unable for any reason to provide and/or ship the entire scope of goods identified in the Quotation. Prices quoted by Seller are exclusive of all taxes (except taxes leveled on Seller's income) including sales tax, import tax where Buyer resides outside the United Kingdom, Buyer shall pay all such taxes in full or shall reimburse Seller for any such taxes paid by Seller.

Scope Of Goods And Services

- The goods and Services provided by Seller pursuant to a Quotation are limited exclusively to the goods expressly identified in such Quotation. As a result, Seller does not assume responsibility and/or liability for the failure to provide any other goods or Services. Modifications, additions or deletions to or from the scope referenced in a Quotation shall only be effective if evidenced in writing and signed by Seller and the sale of any and all goods affected by such modification, addition or deletion shall be subject to these Terms and Conditions whether or not referenced therein.

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Payment Terms

Unless otherwise provided in the Quotation, all Seller invoices shall be paid by Buyer within thirty (30) days of the date of invoice. If Buyer fails to pay invoices on a timely basis, Seller shall be entitled to suspend all support and deliveries and issue a late charge equivalent to the lesser of one and one half percent (1½%) per month (eighteen percent (18%) per annum) or the maximum rate allowed by law on all unpaid invoices or invoices not paid in accordance with these Terms and Conditions. Buyer shall reimburse Seller for all expenses, regardless of their nature or type (Including legal fees), related in any way to Seller's collection of invoices not paid in accordance with these Terms and Conditions or otherwise incurred by Seller in the enforcement of these Terms and Conditions. Unless otherwise provided in a Quotation, for all goods and Services with a Quotation or purchase order price in excess of twenty thousand GBP, (or the local currency equivalent), Seller reserves the right to require the Buyer to pay a deposit to the amount of forty percent (50%) of the price (due upon Seller's receipt of Buyer's purchase order). Buyer shall make progress payments as stated in the applicable Quotation or otherwise agreed to in writing signed by both Buyer and Seller. Buyer shall have no right to offset any amounts due to Seller by any payment or other obligation which Seller or any of its affiliates may owe to Buyer.

Cancelation.

A purchase order may be cancelled by Seller at any time if:-

- (a) Buyer fails to strictly comply with the terms governing the order,
- (b) Buyer becomes insolvent or makes an assignment for the benefit of creditors,
- (c) a petition in bankruptcy or insolvency is filed by or against Buyer, or
- (d) amounts due to Seller by Buyer are unpaid.

Upon cancellation of a purchase order, Buyer shall be obligated to pay to Seller the price for all goods that can be completed and shipped within ten (10) days of the date of cancellation, all Services performed to date, all special tooling for which commitments have been made by Seller and all of Seller's costs, expenses and reasonable work in process as of the date of cancellation.

Credit Approval.

All orders are subject to Buyer credit approval by Seller. Seller reserves the right to refuse shipment of any and all goods or provision of any and all Services identified in any Quotation or purchase order, to modify the payment terms identified therein or to cancel without penalty or charge any order or contract formed and concerning the goods and/or Services identified in the applicable Quotation or purchase order if, at its sole discretion and for any reason whatsoever, Seller requests and is unable to secure acceptable payment assurances from Buyer for the goods and/or Services identified in a Quotation or purchase order.

Delivery Terms and Delays.

Unless otherwise identified in a Quotation, all shipments of goods are ex Seller's plant or warehouse and all risk of loss with respect to any goods shipped shall pass to Buyer when such

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goods are received by the carrier at Sellers plant or warehouse. Title to goods shall transfer to Buyer upon Seller's receipt of payment in full for all goods and Services provided and pursuant to a Quotation and/or purchase order.

a. Delivery.

All dates for the shipment and/or delivery of goods and/or for the provision of Services are subject to confirmation. Seller shall not be liable for delay in or failure to make shipment and/or delivery of goods or commencement, performance or completion of Services by any identified date for any reason whatsoever. In the event of any delay, regardless of the cause, the parties shall agree upon a new date for the shipment and/or delivery of goods and/or commencement, performance or completion of Services. In the event of any delay caused by Buyer, Buyer shall pay Seller for all costs and expenses incurred by Seller related to such delay.

b. Freight Charges.

Any reference to freight charges contained in a Quotation is subject to confirmation. Seller is not responsible for any differences that may occur between freight estimates contained in a Quotation and actual freight charges applicable at the time of shipment and Buyer shall incur and be responsible for all costs associated therewith.

c. Packaging

Unless otherwise identified in a Quotation, quoted prices do not include the cost for export or special packaging of Goods and Buyer shall assume and be responsible for those extra costs associated with such export and packaging.

d. Cost of Goods.

Unless otherwise stated in a Quotation, Buyer shall pay all cost increases Seller is assessed for materials incorporated into goods and/or Services, including but not limited to steel, copper, currency variation and fuel surcharges, to the extent such increases exceed any estimated costs used by Seller to develop a Quotation by ten percent (10%) and which occurs subsequent to the issuance of a Quotation, but prior to the delivery of the goods and/or provision of the Services.

e. Site Condition.

Buyer warrants that the site where goods are to be delivered and/or installed and/or where Services are to be performed shall be ready and adequate for Seller's delivery and/or installation of the goods and/or performance of Services. Buyer's obligations in this regard include but are not limited to the removal of all obstructions and institution of adequate safety measures to protect Seller's

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property, employees, agents and contractors. Buyer shall be responsible for all costs and expenses associated with Seller's delay and/or inability to deliver and/or install any goods and/or perform any Services related to Buyer's failure to comply with this provision. Seller in no way warrants the sufficiency of the site for the goods referenced in a Quotation.

Security Interests

Buyer hereby grants Seller a security interest in the goods to secure the unpaid balance of the price and all other obligations of Buyer to Seller however arising. Buyer authorises Seller to file all necessary financing statements and other similar documents required to perfect the security interest granted herein and irrevocably grants Seller a power of attorney to execute any documents on behalf of Buyer relating thereto.

Warranty.

The sale of any and all goods manufactured by Seller is subject to Seller's Standard One (1) year including parts and labour Warranty for such Seller Product in effect on the date of sale (incorporated by reference as if fully rewritten herein and a copy of which is attached to the Quotation or is available at Seller's website or upon request of Buyer). Any verbal and/or written purchase order or other form issued by Buyer to confirm any order issued pursuant to a Quotation or receipt of any of the goods identified in a Quotation shall serve as conclusive proof that Buyer has reviewed and agrees to be bound by the terms of Seller's Standard Warranty. Seller's Standard Warranty represents the sole and exclusive warranty given by Seller to Buyer with respect to the goods provided under a Quotation and is in lieu of, and excludes any other warranties, expressed or implied arising by operation of law or otherwise, including, but not limited to, any implied warranties of merchantable quality, fitness for a particular purpose or consequential loss. Buyer hereby waives any claim that any exclusions or limitations of any warranty provided by Seller deprive it of an adequate remedy or cause its agreement with Seller to fail of its essential purpose. Buyer shall be entitled to no other remedy regardless of the form of claim or cause of action, whether based in agreement, negligence and strict liability or otherwise.

Limitation Of Damages.

Seller shall have no liability to Buyer or any End User of goods or services with respect to the sale of goods or provision of services under a Quotation, for loss of profit or for any special consequential, exemplary or incidental damages of any kind whether arising in contract, tort, product liability or otherwise, even if Seller was advised of the possibility of such lost profits or damages. Seller's direct damages are limited to the contract price and in no event shall Seller be liable to Buyer for any damages whatsoever in excess of the total price paid by Buyer for goods

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and/or services referenced in a quotation.

Confidentiality License

Without limitation, Buyer shall not, at any time disclose to any other person or entity any information provided to Buyer by, and relating to the business of Seller including without limitation, plans and specifications and any other Inventions, devices, formulas, processes, programs, software, listings, print-outs, documentation, notes, charts, manuals, programming aids, source codes, object codes, compilations, technology, know-how, price lists, costs, policies, techniques, trade practices, accounting methods, methods of operation or other data that Seller considers confidential, and trade secrets of every kind relating to Seller's business, whether or not patentable or copyrightable. Such Information shall remain the exclusive property of Seller and shall be returned to Seller upon request at any time. Further, these Terms and Conditions do not constitute a license or authorisation of any kind for Buyer to use any of the trademarks or trade names owned or licensed by Seller.

Indemnification.

Seller shall not be liable for, and Buyer shall release, indemnification and hold Seller, or any entity affiliated in any way therewith, harmless from any claims, demands, damages (regardless of their type, including, but not limited to direct, consequential, incidental, punitive or special), accounts, grievances, losses and expenses, whether known or unknown, present or future, any and all liability, of and from any and all manner of actions, cause(s) of action, including but not limited to manner of actions, cause(s) of action, including but not limited to claims for contribution and/or indemnity and all actions in law, in equity or under statute of whatever kind or nature, on account of or in any way arising out of acts or omissions of Buyer, its agents, contractors, employees or any person under their control and relating in any way to the goods and/or services provided under a Quotation or the equipment related thereto, including, but not limited to Buyer's use, installation, incorporation or selection thereof.

Manuals

To the extent an equipment manual is delivered to Buyer with goods (applicable exclusively to those goods where such a manual is produced). Each manual produced by Seller is a confidential, proprietary and copyrighted document and may not be copied, published or reproduced in any manner or form and the parties expressly agree that these limitations on remedies, responsibility for collection costs and obligations to indemnify are essential parts of the agreement between them and are specifically taken into account. Any purchase order or other document issued by Buyer shall be deemed to (i) be solely for the record keeping convenience of Buyer, and (ii) confirm these Terms and Conditions and not add to, delete from, or otherwise change or modify these Terms and Conditions or those contained in a Quotation without prior written agreement of Seller.

Such agreement is at the sole discretion of Seller and Seller may revoke same at its discretion at

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any time.

Survival

Each section hereof is intended for the benefit of Seller shall survive the delivery of the goods or expiration or termination of the Services outlined in a Quotation.

Entire Agreement

These Terms and Conditions and the applicable Quotation, together with Seller's Standard Warranty incorporated herein by reference, represent the entire agreement between Seller and Buyer. These Terms and Conditions and the prices set out in a Quotation specifically recognize the allocation of the risks of performance of the parties as well as the limitations of liability and damages and the recovery of collection costs.

Severability

The partial or complete invalidity of any one or more provisions of these Terms and Conditions shall not affect the validity or continuing force and effect of any other provision. If any portion of this these Terms and Conditions shall be determined to be invalid or unenforceable, that portion shall automatically be modified to the extent necessary to make it valid. Notwithstanding the foregoing, such determination of invalidity or unenforceability shall not affect any other portion of these Terms and Conditions and such other portions shall remain in full force and effect.

Governing Law and Jurisdiction

Any controversy arising out of or related to these Terms and Conditions, a Quotation, the provision of goods and/or Services thereunder, or any contract between Seller and the Buyer shall be governed by and construed and governed in accordance with the law of England and Wales.

Waiver

No waiver by Seller of any breach of any term or condition of these Terms and Conditions shall be deemed a waiver of any other breach. No delay in enforcement of rights by Seller will be deemed a waiver, and Seller's failure to object to any provision contained in any communication from Buyer shall not be deemed an acceptance thereof or a waiver of any of these terms and conditions. Should any condition or term be for any reason deemed not to be applicable, this will not deem any other part of these Terms and Conditions to be invalid.

English Language

Buyer and Seller confirm that it is their wish that these Terms and Conditions and each Quotation as well as all other documents relating to these Terms and Conditions and each Quotation, including notices, be drawn up in English only.