

WINSLOW ADAPTICS LTD.

TERMS & CONDITIONS OF SALE

1. DEFINITIONS

In these conditions "The Company" means Winslow Adaptics Ltd. or Winslow Adaptics Inc. The Buyer means any company, firm or individual from whom the company receives an order which the company has accepted an order in writing. "The goods" means products, materials and/or services to be supplied by the company.

2. APPLICABILITY OF CONDITION

These conditions constitute to whole contract between the parties save where varied in writing and signed by a director of the company. The buyer acknowledges that he has not entered into the contract as the result of any other representation made by or on behalf of the company whether oral or in writing.

3. QUOTATIONS AND ACCEPTANCES

- 3.1 All estimates or quotations Remain valid for thirty days, unless otherwise stated at the time of the quotation, Quotations do not constitute any offer by the company and no order shall result in a binding contract until accepted by the company.
- 3.2 The acceptance of the company's quotation must be accompanied by sufficient information to enable the company to proceed forthwith (including without limitation Buyers drawings if appropriate) and as appropriate information concerning any specific testing of the goods which may be required by the buyer, otherwise the company shall be at liberty to amend the price quoted to cover any increase in cost which has taken place after acceptance.
- 3.3 The buyer warrants that all information and data supplied by him or his agent or representative to the company shall be accurate and comprehensive to the purpose of manufacture and processing of Goods in accordance with the contract the use of creation of which will cause or contribute to loss damage or injury.

4. PRICE

- 4.1 All prices are quoted exclusive of Value Added Tax. "VAT" will be added to all invoices as relevant to the country to which the Goods have been sent.
- 4.2 Unless otherwise stated, the price in any quotation by the company is based on the current cost of material, labour, duties, taxes, exchange rates, and of conforming to statutory obligations ruling at the date of such quotation and is subject to adjustment.
- 4.3 Prices contained in a quotation are subject to revision if the buyer shall have omitted to give instructions in sufficient details, or his requirements are for quantity or delivery schedules or other terms different from those against which the prices are quoted, including without limitation changes in local or national site working practices.

5. DRAWINGS

- 5.1 Unless otherwise specified in the company's quotation, all specifications, drawings, photographs, diagrams and particulars of weights and dimensions submitted with the quotation are approximate only.
- 5.2 Drawings prepared by the company for its guidance in manufacture shall remain the property of the company. Drawings provided to the company by the buyer shall at all times remain at the risk of the buyer.

6. SPECIAL REQUIREMENTS

- 6.1 In the case of goods made especially at the buyer's specifications, the company reserves the right to deliver any uncalled balance of the contract at any time after the two months after expiry of the agreed delivery period. Any semi-manufactured parts and any special materials purchased by the company in good faith for execution of such a contract left on hand due to cancellation of all or part of the contract will be paid for by the buyer.
- 6.2 Any buyer's proposed variation to the contract by reason of change of design of the goods, delivery schedule of any other terms of the contract may be considered by the company provided always that the buyer's company's acceptance of the buyer's order with full particulars thereof and further provided that additional charges in respect thereof shall be to the buyer's account.

7. TESTS

If tests during or following manufacture or processing, or tests in the presence of the buyer or its representatives are provided for in the contract, these must be at the company's works or at the place nominated by the company and will be charged for as an extra. In the event of any delay by the buyer or its representative in attending such tests, after 7 days prior notice the tests will proceed and shall be deemed to have been made by the buyer's or representative's presence.

8. DELIVERY

- 8.1 Save as expressly agreed in writing delivery shall be to the destination specified in the buyers order or such other place as the parties may agree.

- 8.2 The company reserves the right to deliver goods by instalments and in such event each instalment shall be treated as a separate contract provided the deliveries of further instalments may be withheld until the goods comprised in earlier instalments have been paid for in full.
- 8.3 Any periods of time quoted or accepted by the company for despatch delivery or completion of the order are to commence from dispatch of the company's acceptance of the buyer's order and receipt of all necessary information and drawing to enable the company to commence the work. Any such periods are to be treated as estimates only, not involving the company in any liability to the buyer in respect of loss suffered as a result of failure to dispatch, deliver or complete within such a period of time, and no delay shall entitle the buyer to cancel the order or refuse to accept delivery at any time.
- 8.4 If the company does not receive forwarding instruction sufficient to enable dispatch to be made within 14 days after notification that the goods are ready for dispatch the buyer shall be deemed to have taken delivery and the company may (without prejudice to any of its other rights) dispose of the goods ordered at the best price reasonably available or may arrange for storage of the goods at the premises of the company or elsewhere as the company may so determine at the cost of the buyer.

9. CLAIMS

- 9.1 Notice of any claim relating to shortage of or damage to the goods shall be made to the company and the carrier of the goods in writing within 48 hours of receipt of the goods or such time period as may be required by the carrier's conditions of carriage is less.
- 9.2 Notice of any claim relating to loss or non-delivery of goods shall be made to the company and the carrier of the goods in writing within 48 hours of receipt of the goods or such time period as may be required by the carrier's conditions of carriage is less.
- 9.3 The company will consider claims only if the above conditions are met and the claim is signed by the customer and is accompanied by full particulars giving invoice and buyers order number and as the case may be, the case number, the condition of the case or packing and the copy of the delivery note in respect of the goods.
- 9.4 The company's liability hereunder in respect of any shortage or damage to the goods shall be limited to the proportion of the price attributable to the goods undelivered lost or damage.

10. PAYMENT TERMS

- 10.1 Unless otherwise agreed in writing, payment shall be due in full thirty days from the date of the delivery note or invoice issue.
- 10.2 Where only parts of the goods are dispatched, payment shall be made of the contract price attributable to that part.
- 10.3 In the event of any delay or delays in manufacture, dispatch or delivery which are attributable to the buyer's actions or failure to act, the buyer shall at the discretion of the company either make payment to the company in accordance with the above as if the goods have been delivered at the time at which but for such delay or delays would have taken place or make a partial payment to the company in accordance with the above based upon the proportion of the order completed at the date of and due from the date on which the delay was notified.
- 10.4 The company reserves the right to charge interest on late payment at four percent per annum above the base rate quoted by Lloyds Bank from time to time on the daily balance from the due date until payment is made.
- 10.5 If any payment falls into arrears the company shall have the right to cancel or postpone performance of any contract with the buyer wholly or in part and to be paid immediately for performance of such contract to date.
- 10.6 No claim by the buyer under warranty or otherwise shall entitle the buyer to any deduction, retention or withholding of any part of any sums due for payment hereunder. The buyer shall not be entitled to any set-off or obligations within or between contracts with the company.

11. RISK AND TITLE.

- 11.1 Risk passes to the buyer on delivery of the goods.
- 11.2 Whilst risk in goods supplied to the buyer under the contract shall pass on delivery, legal & beneficial ownership of the goods shall remain with the company until such time as the company has received payment in full for all goods supplied to the buyer or until such time as the goods are sold to the buyer's customers by way of bona fide sale at full market (whichever shall be the earlier) and until such time the buyer shall keep such goods separate from its property and clearly identified as the property of the company.
- 11.3 Notwithstanding terms of payment specified herein or elsewhere payment for all goods supplied to the buyer shall become due immediately upon the commencement of any act or proceeding in which the buyer's solvency is involved (whether voluntary or upon application to any court) or upon the appointment of a receiver over the whole or any part of the buyer's assets or undertaking and upon such occurrence the power of sale granted to the buyer above shall automatically determine.
- 11.4 If payment for any goods is overdue whether in whole or in part and any goods have been delivered to the buyer the company without prejudice to any of its other rights enter upon the buyer's premises to recover the goods or such of them as the company in its absolute discretion may designate as necessary to recover the amount of payment overdue and the company's reasonable costs incurred in giving effect to its rights hereunder and for these purposes the buyer hereby irrevocably authorises the company to enter and take all necessary and reasonable steps upon the premises of the buyer.
- 11.5 Until the company is paid in full for all goods supplied the buyer is and shall remain a fiduciary for the company in respect of the goods and if the buyer sells or allows to be sold the goods the proceeds of sale shall be held in a separate clearly identifiable and the beneficial interest shall attach to the proceeds of sale and the company shall have the right to trace such proceeds of sale.
- 11.6 If any of the goods are incorporated or used in other products before full payment for all goods supplied under the contract has been made title in such products shall be and remain with the company until full payment has been made or such products have been sold and all of the above provisions of this clause shall extend to such products.

12. PERFORMANCE AND WARRENTY

- 12.1 The buyer assumes sole responsibility for the capacity fitness and performance of the goods being sufficient suitable and appropriate for their extended use.
- 12.2 The company undertakes to make good by repair or replacement or refund of the purchase price at its option, any goods or parts therefore of its manufacturer supplied which, under proper use, (except fair wear and tear) are found to be defective in material, workmanship or design (other than a design furnished or specified by the buyer or approved by the buyer) within 12 months of dispatch. PROVIDED ALWAYS THAT
- 12.2.1 Unless otherwise agreed by the buyer returns the alleged defective goods or parts in an otherwise undamaged condition within 30 days following discovery of the cause of complaint to the company's works, at the buyers cost; and
- 12.2.2 No seal on the goods has been removed, broken or tampered with; and
- 12.2.3 The company's trade mark or serial number on the goods has not been removed defaced or altered. The company shall not be liable for the cost of removal of the defective parts or the cost of fitting the new or repaired parts.
- 12.3 Goods not manufactured by the company, whether supplied in accordance with the buyers specification or otherwise, are specifically excluded from the terms of this guarantee and the company cannot accept liability to their satisfactory operation. The benefit of such warranties as are given to the company in respect of such goods will be passed to the buyer in so far as this is possible.
- 12.4 The company's liability under this clause shall be in lieu of any warranty or condition implied by law as to the quality or fitness for any particular purpose of the goods and at the end of the warranty periods stated above all liability in respect of the goods on its parts shall cease.

13. EXCLUSION OF LIABILITY

- 13.1 The company shall not be liable for any expenditure loss (including without limitation economic indirect and consequential loss) damage or injury (except for personal injury arising out of negligence for which it must accept liability in accordance with the unfair Contract Terms Act 1977) arising out of any use or dealing any goods howsoever such expenditure loss damage or injury shall arise and whether from any defect in goods or otherwise.
- 13.2 Save only for the exception described in clause 13.1 above, the buyer shall indemnify the company against all and any claims costs, actions or demands whatsoever and however arising made by any third party (including the buyers employees) whether direct or indirect relating to the goods or the use thereof including without limitation those relating to the goods or the use thereof arising as a result of the operation of the consumer protection Act 1987 and those arising out of manufacture or process according to instruction or design of the buyer.

14. INDUSTRIAL PROPERTY RIGHTS

- 14.1 The buyer shall indemnify the company in respect of any infringement which is due to the company having followed a design or instruction furnished or given by the buyer, or the use of such goods in a manner for a purpose or in a foreign country not specified by or disclosed to the company, or any infringement which is due of such goods in association or combination with any other goods not supplied by the company AND PROVIDED ALSO that this indemnity is conditional on the buyer giving to the company the earliest possible notice in writing of any claim being made or action threatened or brought against the buyer and on the buyer permitting the company at its own exclusive conduct of any litigation that may ensue and all negotiations for a settlement of a claim. The buyer on its part warrants that any design or instruction furnished or given by it shall not be such as will cause the company to infringe any Letter Patent, Registered Design, Trade or Service Mark, copyright or any other industrial property right of whatsoever nature owners or enjoyed by any third party in the execution of the contract.
- 14.2 Any design and/or tooling charges charged to the customer does not constitute the transfer of ownership which at all times remains with Winslow Adaptics Ltd., unless agreed in writing between the parties concerned. ANY CONDITIONS on the customer in contrary to the above are not accepted.

15. CONFIDENTIAL INFORMATION

- 15.1 The buyer is not authorised to copy, publicise or make available to third party any drawings, specifications, written instructions and other technical papers or electronic files supplied by the company in connection with its quotation or any subsequent associate transaction or hereunder and the same shall remain its property and shall be returned on demand or on termination of this contract.. The buyer shall at all times treat such information as confidential and you may only use and make available to third parties information which is given to it insofar as this is for the purpose of adjudication of the quotation, performance of the contract and use of the goods.
- 15.2 Any of the company's trade secrets or confidential information which may come into the buyer's possession must be regarded as strictly confidential even after termination of this contract.
- 15.3 The forgoing shall not apply to information which is or becomes public knowledge without failure on the part of the buyer to comply with clause 15.

16. FORCE MAJEURE

- 16.1 The company shall not be liable to the buyer for any delay or failure to meet its obligation under the contract as a direct result of any force majeure including but not limited to strike, war or act of war (whether an actual declaration thereof is made or not), insurrection, riot or civil commotion, act of public enemy, fire flood or other cause beyond the cause of the company.

17. CANCELLATION

17.1 The buyer may not vary or cancel the contract or any part thereof without the written consent of the company which, if given shall be deemed to be on the express condition that the buyer shall indemnify the company against all loss, damage claims actions and loss of profit arising out of such cancellation unless otherwise agreed in writing.

17.2 The company may at its option suspend and/or cancel all further deliveries under the contract in the event of default by the buyer in making any payments due hereunder or and any other contract between the buyer and the company or shall die or become bankrupt or enter into liquidation or have a receiver appointed to all or any part of its undertaking or assets or shall offer to or enter into any arrangement with his or its creditors or any of them or fail to comply with any statutory demand or do or suffer any similar act which evidences insolvency.

18. ASSIGNMENT

18.1 The buyer may not assign, transfer or part with any of its duties or obligations to be performed hereunder without prior written consent of the company.

19. GENERAL

19.1 The failure of either party to this contract to exercise or enforce any rights conferred shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof at any time thereafter.

19.2 This contract represents the entire agreement between the parties and supersedes all earlier warranties representations or statements (whether oral or in writing) and may only be varied or amended in writing between parties.

19.3 The headings of each provision are intended for convenience only and do not affect the interpretation hereof.

19.4 All notices, authorisations, consents and approvals given pursuant hereto shall be in writing (which shall include telex, confirmed facsimile transmission or email with confirmed receipt) and notices sent by post shall be deemed to have given at the time they would have been received in the ordinary course of post and notices sent by telex, confirmed facsimile transmission or email shall be deemed to have given on the next working day following receipt.

20. LAW

20.1 The contract shall be deemed to be a contract made in England and Wales and shall be construed according to the law of England any dispute shall be referred to an English or Welsh court which shall have the sole jurisdiction.