

1. DEFINITIONS:

In these Terms and Conditions of Sale, "Analogue Products" means those products identified as such on Control Techniques website www.controltechniques.com/info/; "Buyer" means the person, firm, company or corporation by whom the order is given; "Contract" means the written agreement made between Buyer and Seller for the supply of the Goods and/or provision of Services; "Contract Price" means the price payable to Seller by Buyer for the Goods and/or Services; "Digital Products" means any products other than Analogue Products; "Goods" means the goods (including Software and Documentation, as defined in Clause 10) described in the Seller's Acknowledgement of Order form; "Seller" means Control Techniques Limited, "Seller Affiliate" means a company within the same group of companies as Control Techniques Limited; "Services" means the services described in Seller's Acknowledgement of Order Form.

2. THE CONTRACT:

2.1 All orders must be in writing and are accepted subject to these Terms and Conditions of Sale. No terms or conditions put forward by Buyer and no representations, warranties, guarantees or other statements not contained in Seller's quotation or Acknowledgement of Order nor otherwise expressly agreed in writing by Seller shall be binding on Seller.

2.2 The Contract shall become effective only upon the date of acceptance of Buyer's order on Seller's Acknowledgement of Order form or upon the date of fulfilment of all conditions precedent stipulated in the Contract, whichever is the later (the "Effective Date of the Contract"). If the details of the Goods or Services described in Seller's quotation differ from those set out in the Acknowledgement of Order Form the latter shall apply.

2.3 No alteration or variation to the Contract shall apply until agreed in writing by both parties. However, Seller reserves the right to effect minor modifications and/or improvements to the Goods before delivery provided that the performance of the Goods is not adversely affected and that neither the Contract Price nor the delivery date is affected.

3. VALIDITY OF QUOTATION AND PRICES:

3.1 Unless previously withdrawn, Seller's quotation is open for acceptance within the period stated therein or, when no period is so stated, within thirty days after its date.

3.2 Prices are firm for delivery within the period stated in Seller's quotation and are exclusive of Value Added Tax and of any similar and other taxes, duties, levies or other like charges arising outside the United Kingdom in connection with the performance of the Contract.

3.3 Prices are for Goods delivered Ex Works factory of manufacture and, unless otherwise stated in the Seller's quotation, are exclusive of packing. If the Goods are to be packed, packing materials are non-returnable.

4. PAYMENT:

4.1 Unless otherwise specified in the Contract, Payment shall be made in full in the currency of Seller's quotation within thirty days of date of invoice. Goods will be invoiced at any time after their readiness for despatch has been notified to Buyer. Services will be invoiced monthly in arrears or, if earlier, upon completion. Without prejudice to Seller's other rights, Seller reserves the right to charge interest on any overdue sums at 4% above the base lending rate of Barclays Bank plc, London (or such higher rate stipulated by applicable law) during the period of delay; and to suspend performance of the Contract (including withholding shipment) in the event that Buyer fails to make payment when due under the Contract or any other contract.

5. DELIVERY PERIOD:

5.1 Unless otherwise stated in the Contract or Seller's quotation, all periods stated for delivery or completion run from the Effective Date of the Contract and are to be treated as estimates only not involving any contractual obligations.

5.2 If Seller is delayed in or prevented from performing any of its obligations under the Contract due to the acts or omissions of Buyer or its agents (including but not limited to failure to provide specifications and/or fully dimensioned working drawings and/or such other information as Seller reasonably requires to proceed expeditiously with its obligations under the Contract), the delivery/completion period and the Contract Price shall both be adjusted accordingly.

5.3 If delivery is delayed due to any act or omission of Buyer, or if having been notified that the Goods are ready for despatch, Buyer fails to take delivery or provide adequate shipping instructions, Seller shall be entitled to place the Goods into suitable storage at Buyer's expense. In this event delivery shall be deemed to be complete, risk in the Goods shall pass to Buyer upon placing the Goods into storage, and Buyer shall pay Seller accordingly.

6. FORCE MAJEURE:

6.1 The Contract (other than Buyer's obligation to pay all sums due to Seller in accordance with the Contract) shall be suspended, without liability, in the event and to the extent that its performance is prevented or delayed due to

any circumstance beyond the reasonable control of the party affected, including but not limited to: Act of God, war, armed conflict or terrorist attack, riot, fire, explosion, accident, flood, sabotage; governmental decisions or actions (including but not limited to prohibition of exports or re-exports or the failure to grant or the revocation of applicable export licenses), or labour trouble, strike, lockout or injunction. Seller shall have no obligation to supply any hardware, software, services or technology unless and until it has received any necessary licenses or authorisations or has qualified for general licenses or license exceptions under applicable import, export control and sanctions laws, regulations, orders and requirements, as they may be amended from time to time, (including without limitation those of the United States, the European Union and the jurisdiction in which the Seller is established or from which the items are supplied). If for any reason any such licenses, authorisations or approvals are denied or revoked, or if there is a change in any such applicable laws, regulations, orders or requirements that would prohibit Seller from fulfilling the Contract, or would in the reasonable judgment of Seller otherwise expose Seller and/or Seller's Affiliate(s) to a risk of liability under applicable laws, regulations, orders or requirements, Seller shall be relieved without liability of all obligations under the Contract.

6.2 If either party is prevented from performance of its obligations by reason of this Clause for more than 180 consecutive calendar days, either party may cancel the then unperformed portion of the Contract by notice in writing given to the other party, without liability.

7. FACTORY TESTING, INSPECTION AND CALIBRATION:

7.1 The Goods will be inspected by Seller or manufacturer and, where practicable, submitted to Seller's or manufacturer's standard tests in the factory of manufacture before despatch. Any additional tests or inspection (including inspection by Buyer or its representative, or tests in the presence of Buyer or its representative and/or calibration) or the supply of test certificates and/or detailed test results shall be subject to Seller's prior written agreement and Seller reserves the right to charge therefore; if Buyer or its representative fails to attend such tests, inspection and/or calibration after notice that the Goods are ready therefore, the tests, inspection and/or calibration will proceed and shall be deemed to have been made in the presence of Buyer or its representative and the Seller's statement that the Goods have passed such testing and/or inspection and/or have been calibrated shall be conclusive.

7.2 No claims for shortfalls in quantity or for incorrect delivery may be made more than 14 days after delivery.

8. DELIVERY, RISK AND TITLE:

8.1 Unless otherwise stated in the Contract, the Goods will be delivered Ex-works and the risk of loss of or damage to the Goods shall pass to Buyer upon delivery. "Ex-works", "FCA" and any other delivery terms used in the Contract shall be defined in accordance with the latest version of Incoterms.

8.2 Subject to Clause 9, title to the shall pass to Buyer upon delivery in accordance with Clause 8.1.

9. DOCUMENTATION AND SOFTWARE:

9.1 Title to and ownership of the copyrights in software incorporated into or provided for use with the Goods ("Software") and documentation supplied with the Goods ("Documentation") shall remain with the relevant Seller Affiliate (or such other party as may have supplied the Software and/or Documentation to Seller) and is not transferred hereby to Buyer.

9.2 Except as otherwise provided herein, Buyer is hereby granted a non-exclusive licence to use the Software and Documentation in conjunction with the Goods, provided that and for so long as the Software and Documentation are not copied and Buyer holds the Software and Documentation in strict confidence and does not disclose them to others, or permit others to have access to them (other than Seller's standard operating and maintenance manuals). Buyer's use of certain Software, (as specified by Seller shall be governed exclusively by any applicable Seller Affiliate or third party licence terms.

9.3 Buyer may transfer the above licence to another party which purchases, rents or leases the Goods, provided the other party accepts and agrees to be bound by the conditions of this Clause 10.

9.4 Seller and Seller Affiliates shall retain ownership of all inventions, designs and processes made or evolved by them and save as set out in this Clause 10 no rights in intellectual property are hereby granted.

10. DEFECTS AFTER DELIVERY:

10.1 Seller warrants (i) subject to the other provisions of the Contract, good title to and the unencumbered use of the Goods; (ii) that Goods manufactured by Seller and/or Seller's affiliates shall conform with Seller's specifications therefore and be free of defects in materials and workmanship and (iii) Services provided by Seller or Seller Affiliates will be performed with all reasonable skill, care and due diligence and in accordance with good engineering practice. Seller will make good, by repair or at Seller's option by the supply of a replacement part or parts, any defects which, under proper use, care and maintenance, appear in Goods of its own or of its affiliates' manufacture within 24 calendar months after their delivery for Digital Products, and 12 months for Analogue Products (the "Warranty Period") and

which arise solely from faulty materials or workmanship: provided always that defective items are returned to Seller carriage and insurance prepaid within the Warranty Period. Replaced items shall become the property of Seller. Repaired or replacement items will be delivered by Seller to Buyer. Seller will correct defects in Services provided by Seller or Seller Affiliates arising within ninety days after completion of such Services. Goods or Services repaired, replaced or corrected in accordance with this Clause 10.1 shall be subject to the foregoing warranty for the unexpired portion of the Warranty Period or for ninety days from the date of their return to Buyer (or completion of correction in the case of Services), whichever expires the later.

10.2 Products or Services sourced by Seller from a third party (not being a Seller Affiliate) for resale to Buyer shall carry only the warranty extended by the original manufacturer.

10.3 Notwithstanding Clauses 10.1 and 10.2, Seller shall not be liable for any defects caused by: fair wear and tear; materials or workmanship made, furnished or specified by Buyer; non-compliance with Seller's storage, installation, operation or environmental requirements; lack of proper maintenance; any modification or repair not previously authorised by Seller in writing; nor the use of non-authorised software or spare or replacement parts. Seller's costs incurred in investigating and rectifying such defects shall be paid by Buyer upon demand. Buyer shall at all times remain solely responsible for the adequacy and accuracy of all information supplied by it.

10.4 The foregoing constitutes Seller's sole warranty and Buyer's exclusive remedy for breach thereof. No representations, warranties or conditions of any kind, express or implied, shall apply as to satisfactory quality, merchantability, fitness for any particular purpose or any other matter with respect to any of the Goods or Services.

11. PATENT, ETC. INFRINGEMENT:

11.1 Subject to the limitations set forth in Clause 12, Seller shall indemnify Buyer in the event of any claim for infringement of Letters Patent, Registered Design, Design Right, Trade Mark or Copyright ("Intellectual Property Rights") issued at the date of formation of the Contract arising from the use or sale of the Goods, against all reasonable costs and damages awarded against Buyer in any action for such infringement, or for which Buyer may become liable in any such action, provided always that Seller shall not be liable to so indemnify Buyer in the event that:

(i) such infringement arises as a result of Seller having followed a design or instruction furnished or given by Buyer, or the Goods having been used in a manner or for a purpose or in a country not specified by or disclosed to Seller prior to the date of the Contract or in association or combination with any other equipment or software, or

(ii) Seller has at its expense procured for Buyer the right to continue to use the Goods or has modified or replaced the Goods so that the Goods no longer infringe.

11.2 Buyer warrants that any design or instructions furnished or given by it shall not cause Seller to infringe any Intellectual Property Rights in the performance of Seller's obligations under the Contract and shall indemnify Seller against all reasonable costs and damages which Seller may incur as a result of any breach of such warranty.

11.3 Seller shall not be liable to indemnify Buyer under Clause 11.1 in the event that;

(i) Buyer has failed to give Seller the earliest possible notice in writing of any claim made or to be made or of any action threatened or brought against Buyer and/or Buyer has failed to permit Seller, at Seller's expense, to conduct and control any litigation that may ensue and all negotiations for a settlement of the claim, or

(ii) Buyer has made without Seller's prior written consent any admission which is or may be prejudicial to Seller in respect of any such claim or action, or

(iii) the Goods have been modified without Seller's prior written authorisation.

12. LIMITATION OF LIABILITY:

12.1 Subject to Clause 12.2, and without prejudice to Clause 12.3, Supplier's and Supplier Affiliates' maximum aggregate liability for any and all losses, liabilities, expenses (including legal expenses), damages, claims or actions arising under or in connection with this Contract or any collateral contract between the parties, arising in or by virtue of tort (including negligence), misrepresentation, breach of statutory duty, strict liability, infringement of intellectual property rights or otherwise, shall in no circumstances exceed (i) £1,000,000 for loss of or damage to tangible property and (ii) in all other cases, the Contract Price.

12.2 Without prejudice to Clause 12.3, Supplier and Supplier Affiliates shall not be liable under or in connection with this Contract or any collateral contract between the parties, for any loss of production, loss of income, loss of actual or anticipated profits, loss of business, loss of contracts, loss of goodwill or reputation, loss of, damage to or corruption of data, or any indirect or consequential loss or damage of any kind, howsoever caused whether or not such loss or damage was foreseeable or in the contemplation of the parties.

12.3 Nothing in this Contract shall exclude or in any way limit Supplier's or Supplier Affiliates' liability for fraud, or for death or personal injury caused by Supplier's or Supplier Affiliates' negligence.

13 STATUTORY AND OTHER REGULATIONS:

13.1 If the Seller's obligations under the Contract shall be increased or reduced by reason of the making or amendment after the date of Seller's

quotation of any law or any order, regulation or bye-law having the force of law that shall affect the performance of Seller's obligations under the Contract, the Contract Price and delivery period shall be adjusted accordingly and/or performance of the Contract suspended or terminated, as appropriate.

13.2 Buyer's personnel shall, whilst on Seller's premises, comply with Seller's applicable site regulations and Seller's reasonable instructions, including but not limited to those relating to safety, security and electrostatic discharge.

14. COMPLIANCE WITH LAWS

Buyer agrees that all applicable import, export control and sanctions laws, regulations, orders and requirements, as they may be amended from time to time, including without limitation those of the United States, the European Union, and the jurisdictions in which the Seller and Buyer are established or from which items may be supplied, and the requirements of any licenses, authorizations, general licenses or license exceptions relating thereto will apply to its receipt and use of hardware, software, services and technology. In no event shall Customer use, transfer, release, export or reexport any such hardware, software or technology in violation of such applicable laws, regulations, orders or requirements or the requirements of any licenses, authorizations or license exceptions relating thereto.

15. DEFAULT, INSOLVENCY AND CANCELLATION:

Seller shall be entitled, without prejudice to any other rights it may have, to cancel the Contract forthwith, wholly or partly, by notice in writing to Buyer, if (a) Buyer is in default of any of its obligations under the Contract and fails, within 30 (thirty) days of the date of Seller's notification in writing of the existence of the default, either to rectify such default if it is reasonably capable of being rectified within such period or, if the default is not reasonably capable of being rectified within such period, to take action to remedy the default or (b) any step, application, order or proceeding is taken in relation to a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme or otherwise) of Buyer or any affiliate of Buyer (including but not limited to Buyer's parent(s) at any tier), other than a solvent liquidation or reorganisation for the purpose of amalgamation or reconstruction. Seller shall be entitled to recover from Buyer or Buyer's representative all costs and damages incurred by Seller as a result of such cancellation, including a reasonable allowance for overheads and profit (including but not limited to loss of prospective profits and overheads).

16. SUPPLEMENTARY TERMS AND CONDITIONS:

If the Goods comprise or include a control system, Seller's Supplementary Terms and Conditions - Systems and Related Services shall apply to the control system and related services only. Such Supplementary Terms and Conditions shall take precedence over these Standard Terms and Conditions of Sale.

17. MISCELLANEOUS:

17.1 No waiver by either party with respect to any breach or default or of any right or remedy and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound.

17.2 If any clause, sub-clause or other provision of the Contract is invalid under any statute or rule of law, such clause, sub-clause or provision, to that extent only, shall be deemed to be omitted without affecting the validity of the remainder of the Contract.

17.3 Buyer shall not be entitled to assign its rights or obligations hereunder without the prior written consent of Seller.

17.4 GOODS AND SERVICES PROVIDED HEREUNDER ARE NOT SOLD OR INTENDED FOR USE IN ANY NUCLEAR OR NUCLEAR RELATED APPLICATIONS. Buyer (i) accepts Goods and Services in accordance with the foregoing restriction, (ii) agrees to communicate such restriction in writing to any and all subsequent purchasers or users and (iii) agrees to defend, indemnify and hold harmless Seller and Seller's Affiliates from any and all claims, losses, liabilities, suits, judgements and damages, including incidental and consequential damages, arising from use of Goods and Services in any nuclear or nuclear related applications, whether the cause of action be based in tort, contract or otherwise, including allegations that the Seller's liability is based on negligence or strict liability.

17.5 The Contract shall in all respects be construed in accordance with the laws of England excluding, however, any effect on such laws of the 1980 Vienna Convention on Contracts for the International Sale of Goods. All disputes arising out of the Contract shall be subject to the exclusive jurisdiction of the English courts.

17.6 The headings to the Clauses and paragraphs of the Contract are for guidance only and shall not affect the interpretation thereof.

17.7 All notices and claims in connection with the Contract must be in writing.