

## Sales Terms and Conditions

The acceptance of our quotation or the placing of an order includes the acceptance of the following terms and conditions and of the special conditions (if any) stated in or referred to in our quotation. Excluded are all other terms and conditions, unless expressly agreed by us in writing and all other representations and warranties whatsoever.

- 1. OFFER AND ACCEPTANCE** Unless previously withdrawn, our quotation is valid for acceptance within the period stated therein or, when no period is stated therein, within a period of sixty days only after its date. The acceptance of our quotation must be accompanied by sufficient information to enable us to proceed with the order forthwith, otherwise we shall be at liberty to amend our quoted prices to cover any increase in cost which has taken place after acceptance. Our quotation includes only the subject matter specified therein, collectively and severally referred to as "the Goods". Prices quoted are net of VAT and other sales taxes, which shall be added thereto to the extent applicable at the time of invoicing.
- 2. CANCELLATION** Unilateral cancellation of the contract by you the Buyer is not permissible, and any such purported cancellation shall constitute a breach of contract.
- 3. PACKING** Unless otherwise specified in our quotation, all packing cases and materials are not included in the contract price. The manner of packing shall be at our discretion. No liability will be accepted for failure to pack to any particular standard or against any particular risks unless the requirement for such packing is specifically brought to our attention, accepted by us, and paid for by you.
- 4. DESCRIPTIONS, ETC.** Unless otherwise specified in our quotation all specifications, drawings and particulars of weights and dimensions submitted therewith are approximate only, and the descriptions and illustrations contained in our catalogues, price lists, and other advertisement matter are intended merely to present a general idea of the goods described therein, and none of these shall form part of any contract. You shall be entitled to receive only such drawings, manuals and other documentation under the contract as are specified in our quotation or our acceptance of your order. You warrant by placing an order with us that all information and data supplied by you or your agent or representative is accurate. We reserve the right to amend the specifications of the Goods or to substitute any part of the Goods at any time and without notice.
- 5. TIME** It is a condition of our quotation that we may proceed forthwith upon your acceptance of our quotation, in accordance with our normal working practices and schedules. Times quoted by us for performance of the contract are to be treated as estimates only, not involving us in any liability for failure to perform within such times and shall not be (or be capable of being made) of the essence of any contract. We reserve the right to suspend performance during any period of nonperformance on your part. If for any cause whatsoever beyond our control we are unable to make any delivery on the applicable delivery date or perform any of our other obligations under the contract we may by notice in writing to you terminate the contract or suspend the contract without liability for any loss or damage thereby incurred by you.
- 6. DELIVERY** Our quotation includes delivery of the Goods ex works unless otherwise stated. Partial deliveries may be made at our discretion, and you agree to accept such deliveries. Any Goods delivered in part shall be paid for in accordance with the provisions of Clause 7. If you fail to accept delivery of the Goods when the goods are tendered at the place of delivery you will be deemed to have refused delivery at that date. You will be responsible for all liabilities and costs incurred because of your refusal to accept delivery and we may, without prejudice to any of our other rights and at our sole discretion, dispose of the Goods ordered at the best price reasonably obtainable. If you do not take delivery of the Goods or arrange storage or as appropriate give us your forwarding instructions to enable us to dispatch the Goods within seven days after receipt of our advice that the Goods are ready for dispatch then we shall be entitled to arrange storage at our own works or elsewhere on your behalf and all charges for handling, storage, insurance and otherwise shall be payable by you. Our store keepers receipt or that of any third party warehouse or a similar depository shall be deemed valid for all purposes including but not limited to claiming payments under any relevant letter of credit as if it were your receipt of a clean bill of lading or other document as is called for to evidence effective delivery of the Goods.
- 7. TERMS OF PAYMENT** If no terms of payment are otherwise specified payment shall be effective within 30 days from invoice date, which also includes prepayments. Where only part of the Goods are dispatched, payment shall be made of the contract price attributable to that part. In the event of any delay or delays in manufacture, dispatch or delivery which are attributable to your actions or failure to act, you shall at our discretion either make payment to us in accordance with the above as if the Goods had been delivered at the times at which but for such delay or delays such delivery would have taken place or make a partial payment *to us in accordance with the above* based upon the proportion of the order completed at the date of and due from the date on which delay was notified. Unless otherwise agreed, the contract price shall be paid in US Dollars. Unless our quotation specifies otherwise, if you are based overseas, payment shall be made by irrevocable letter of credit established in our favor at the time of placing your order or accepting our quotation and confirmed by a United States clearing bank acceptable to us and maintained valid for cash drawings against presentation of our invoice(s) until final contract payment but in any case for at least two months after scheduled completion of the contract taking into account any agreed extensions and our acceptance of your order is conditional upon such letter of credit being received with the order. You agree to arrange extension of such letter of credit (at your costs) for such period as we may request from time to time. We reserve the right to charge interest on late payment of four per cent per annum above the base rate quoted by Lloyds Bank Plc from time to time on the daily balance from the due date until payment is made. If any payment falls into arrears, we shall have the right to cancel or postpone performance of the contract wholly or in part and to be paid immediately for performance of the contract to date. No claim by you under warranty or otherwise shall entitle you to any deduction, retention or withholding of any part of any sums due for payment hereunder. You shall not be entitled to any set-off of obligations within or between contract with us.
- 8. EXTRA COST** We reserve the right to vary prices where your requirements are for quantities or delivery schedules or other terms different from those against which our prices are quoted, including but not limited to changes in local or national site working practices. Should we incur extra cost owing to variation or suspension of the work or any delays caused by your instructions or lack of instructions or our compliance with any laws, regulation or acts as referred to in Clause 9 or other causes beyond our reasonable control, such extra cost shall be added to the contract price and paid for accordingly.
- 9. GOVERNMENTAL REGULATION** Our quotation and the contract shall at all times be subject to all relevant laws, regulations and acts of governmental authority of the Government of the United States of America and in particular to our gaining all necessary export approvals and licenses with respect to the export of goods or data, and we shall be under no liability whatsoever for any failure to perform the contract in any respect which is due to our compliance with any such laws, regulations or acts or to our failure to gain any such approvals or licenses. If based overseas, all necessary import licenses and currency exchange approvals shall be your responsibility. You agree to assist and co-operate with our compliance and without limiting the generality of the foregoing to give us such assurances and undertakings with regard to the re-export of the goods or products thereof as such laws, regulations or acts require us to demand of you.
- 10. RISK AND TITLE** Risk passes to you on delivery of the Goods. Whilst risk in Goods supplied to you under the contract shall pass on delivery, legal and beneficial ownership of these Goods shall remain with us until such time as we have received payment in full for all Goods supplied to you or until such time as the goods are sold to your customers by way of bona fide sale at full market value (whichever shall be the earlier) and until such time you shall keep such Goods separate from your property and clearly identified as our property. Notwithstanding terms of payment specified herein or elsewhere payment for all Goods supplied to you shall become due immediately upon the commencement of any act or proceeding in which your 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 your assets or undertaking and upon such occurrence the power of sale granted to you shall automatically determine. If payment for any Goods is overdue whether in whole or in part and any Goods have been delivered to you we may without prejudice to any of our other rights enter upon your premises to recover and/or resell the Goods or such of them as we in our absolute discretion may designate as necessary to recover the amount of payment overdue and our reasonable costs incurred in giving effect to our rights hereunder and for these purposes you hereby irrevocably authorize us or our agent to enter and take all necessary and reasonable steps upon your premises. Until we are paid in full for all Goods supplied you are and shall remain a fiduciary for us in respect of the Goods and if you sell or allow to be sold the Goods the proceeds of sale shall be held in a separate clearly identifiable account and our beneficial interest shall attach to the proceeds of sale and we shall have the right to trace such proceeds of sale. 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 us 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.

**11. CONFIDENTIAL INFORMATION** You are NOT authorized to copy, publicize or make available to any third party any drawings, specifications, manuals or written instructions and other technical papers supplied by us hereunder and the same shall remain our property and shall be returned on demand or on termination of this contract. You may make only available to third parties the confidential information which is given to you insofar as this is for the purpose of the re-sale and use of the Goods. Any of our business trade secrets or confidential information which may come into your possession must be regarded as strictly confidential even after termination of this contract. The foregoing shall not apply to information which is or becomes public knowledge without fault or failure by you or your employees.

**12. ADVERTISING**  
You shall not use our name logo or any other identification marks for the purpose of advertising or publicity without our prior written consent.

**13. PATENTS** We will indemnify you against any claim for infringement of Letters Patent, Registered Design, Trade Mark or Copyright (published at the date of the contract) by the use or sale of any of the Goods supplied by us to you and against all costs and damages which you may incur in any action for such infringement or for which you may become liable in any such action **PROVIDED ALWAYS** that this indemnity shall not apply to any infringement which is due to our having followed a design or instruction furnished or given by you, or the use of such Goods in a manner or for a purpose or in a foreign country not specified by or disclosed to us, or any infringement which is due to the use of such Goods in association or combination with any other goods not supplied by us. **AND PROVIDED ALSO** that: - This indemnity is conditional on your giving to us the earliest possible notice in writing of any claim being made or action threatened or brought against you and on your permitting us at our own expense to conduct any litigation that may ensue and all negotiations for a settlement of the claim. You on your part warrant that any design or instruction furnished or given by you shall not be such as will cause us to infringe any Letter Patent, Registered Design, Trade Mark or Copyright in the execution of the contract.

**14. INSPECTION AND TESTS** Our products are carefully inspected and where practicable submitted to our standard tests at our works before dispatch. If tests other than those specified in our quotation or tests in the presence of you or your representative are required these shall be charged for. In the event of any delay on your part in carrying out any inspection or in attending such tests after seven (7) days notice that we are ready to test, the inspection or tests will proceed in your absence and shall be deemed to have been made in your presence.

**15. PERFORMANCE AND WARRANTY** Any figures quoted by us for performance are based on our experience and are such as we expect to obtain on test. However, we will accept no liability for failure to attain any such figures unless we have specifically guaranteed them subject to any tolerances specified or agreed to by us in an agreed sum as liquidated damages and without prejudice to the validity and continuation of the contract. Before you become entitled to claim liquidated, damages we should be given reasonable time and opportunity to rectify the performance of the Goods. You accept sole responsibility for the capacity fitness and performance of the Goods being sufficient, suitable and appropriate for your purposes unless otherwise stated for a period of 12 months or 1000 hours whichever is reached first from the date of delivery, we will make good at our option by repair or replacement or refund of the purchase price applicable any parts defects which appear in the Goods or parts thereof. The property in any parts replaced rests with us. Parts that fail in this warranty period are to be returned at the discretion of our Warranty Department to us at the operators, expense. We, disclaim liability for any goods returned without our written consent and any goods approved for return must be sent with a covering letter quoting our invoice number. You alone bear the responsibility for any goods returned whilst in transit to us. We reserve the right to charge a reasonable handling charge where this is justified. We shall be under no liability for any defect due to fair wear and tear, negligent use, tampering, wrong application, improper handling, operation, or storage. Our 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. We shall not be liable for any loss of use, replacement unit hire charges or lost parts during transit. Warranty claims must be made in writing to us or directly to the major component supplier and a purchase order raised by you which can be reclaimed under our warranty Programme subject to our validation that such claim meets our or our suppliers warranty conditions.

**16. LIMITATION OF LIABILITY** We shall not be liable for any expenditure loss (including not limited to economic indirect and consequential loss) damage or injury arising out of any use or dealing with any Goods howsoever such expenditure loss damage or injury shall arise and whether from any defect in the Goods or our negligence or otherwise. We shall not be liable in any circumstances for any consequential losses, damages etc. howsoever arising and in no event shall the aggregate liability of us the Seller to you the Buyer under this contract, for any reason, exceed the amount paid by the seller under this contract.

**17. ASSIGNMENT** You may not assign, transfer or part with any of your duties or obligations to be performed hereunder without our written consent.

**18. WAIVER** The failure of either party to this contract to exercise or enforce any rights conferred hereunder 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 or times thereafter.

**19. FORCE MAJEURE** We shall not be liable to you for any delay or failure to meet our obligations under this agreement as a direct or indirect 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 act of God, act of any governmental authority, and other causes beyond the control of ourselves.

**20. TERMINATION** If you fail in or commit any breach of any of your obligations to us or cease to carry on your business or a substantial part thereof or if any distress or execution is levied on any of your property or if you make or offer to make any arrangement or composition with your creditors or commit any act of bankruptcy or if any resolution or petition to wind up your business is passed or presented or a Receiver appointed of your undertaking property or assets or any material part thereof then such event shall be deemed to constitute a breach of contract by yourself and we shall be entitled forthwith to terminate this contract with you by serving written notice on you but without prejudice to any claim or right which we might otherwise make exercise or have against you for such breach of contract. You as Buyer may not terminate this contract without Sellers prior written consent. If the Buyer does or if Buyer repudiates this contract, then Buyer shall be liable to Seller for all of its costs and other commitments incurred to date of repudiation, plus incidental damages, plus the profit the seller would have made from the full performance of this contract.

**21. REASONABLE TERMS** We have drawn up these conditions of sale and consider them to be fair and reasonable and our prices are based on contracts made on these conditions. If the purchaser considers these terms to be unreasonable, he must inform us in writing before any contract is made, otherwise he will be deemed to have accepted that these conditions are fair and reasonable.

**22. CONSEQUENTIAL DAMAGES** Neither the seller or the buyer shall be liable to each other in contract or tort, or otherwise, directly or under indemnity, for any incidental, special, indirect or consequential damages, including, but not limited to, lost profits, loss of use or production, or damage to property or facilities, regardless of cause.

**23. INDEMNIFICATION** Without limiting the sellers obligations as to repair or replacement of defective parts, each party shall indemnify and hold harmless the other party, from and against any loss, liability, claim or action, to persons, property or third party, from and against any loss, liability, claim, or action to persons, property or third parties losses to the extent that such losses were caused, by the indemnifying party or its agents, subcontractors or affiliates.

**24. GENERAL** All notices, authorization's, consents and approvals given pursuant hereto shall be in writing to be effective. Notices sent by post shall be deemed to have been given at the time when they would have been received in the ordinary course of post. Notices sent electronically shall be deemed to have been given at the time they are received.

**25. LEGAL CONSTRUCTION AND LANGUAGE** This contract shall in all respects be construed and operate as an United States contract and in conformity with United States law. All notices and other communications and dealings between the parties, including legal proceedings, shall be in the English language. Each party irrevocably submits to the jurisdiction of the United States (State of Alaska) Courts. In the event that parties cannot resolve any initial notice of dispute, before taking court action, the parties hereby agree to resolve the dispute within ninety (90) days in accordance with the rules of arbitration of the international chamber of commerce and binding arbitration in the United States.