

SPECIAL MELTED PRODUCTS LTD**CONDITIONS OF SALE****1 GENERAL**

(1) The following conditions issued by Special Melted Products Ltd. ("the Company") apply to any Contract for the sale of Goods by the Company to the Customer to the exclusion of all other terms and conditions of the Customer (including any terms or conditions under any purchase order, confirmation of order, specification or other document of the Customer) unless expressly accepted in writing by the Company as part of the Contract.

(2) The Customer acknowledges that it is not relying on any statement, promise or representation made or given to the Customer by or on behalf of the Company or any of its employees or agents other than those contained in the Contract, quotation or tender or any documents with the quotation or tender.

(3) The definitions below apply in these conditions:

"Contract" means the contract for the purchase and sale of the Goods incorporating these conditions.

"Customer" means such person, firm or company as is so designated in any quotations, correspondence or Contract relating to the Goods in question.

"Goods" means the subject matter of the Contract including (but not limited to) raw materials, finished or semi-finished materials or articles, machinery, parts, spares or commodities.

"Losses" includes, without limitation, direct, indirect or consequential loss (all three of which include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs (including the cost of defending any legal proceedings), actions, claims, damages, compensation, charges, expenses or other liabilities.

(4) These conditions apply to services provided by the Company in the same way as they apply to Goods supplied by the Company.

2 QUOTATIONS AND TENDERS

(1) No order placed by the Customer will be binding unless accepted by the Company in writing and signed by an authorized representative of the Company. The Customer shall ensure that the terms of its order and any applicable specification are complete and accurate.

(2) No terms or conditions endorsed on, delivered with or contained in the Customer's purchase order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.

(3) Where Goods are to be supplied from stock, such supply is subject to availability of stocks at the date of delivery.

(4) All quotations are given and all orders are accepted only upon the conditions of sale as set out herein unless expressly agreed otherwise in writing by the Company. No quotation given shall constitute an offer for sale capable of acceptance so as to create a binding contract and each order or acceptance of a quotation received from any Customer shall be deemed to be an offer by the Customer to buy goods subject to these terms and conditions and shall require the Company's acceptance before any contract shall be deemed to have arisen. Any quotation is given on the basis that no contract shall come into existence until Company despatches an acknowledgment of order to the Customer.

(5) Each accepted order shall constitute an entire and separate Contract to which these terms and conditions apply.

(6) If an order is not placed the Customer is liable to reimburse any expenses incurred by the Company at the Customer's request in connection with the preparation of the tender or quotation relating to such order.

3 PRICES

(1) The price of Goods or services is as stated in the Contract.

(2) The price for the Goods is exclusive of the following charges which shall be paid by the Customer to the Company in addition to the price (to the extent such charges are paid or payable by the Company): all taxes which are in the nature of excise, sales, use, retailers or occupation taxes (including but not limited to value added tax and other tax or duty relating to manufacture, transportation, insurance, export, import, sale or delivery of the Goods or performance of the services (whether initially charged on or payable by the Company or the Customer)) and the freight and other charges as specified in the relevant carriage tariff current at the date of despatch.

(3) All Goods are sold "ex-works" unless otherwise stated. Where the Company agrees to deliver the Goods other than at the Company's premises, the Customer shall pay the Company's charges for packaging, transport and insurance.

(4) Where the Goods are sold "ex-works" or under other commercial terms (including any INCOTERMS adopted for the Goods as specified in the Contract), the definitions and rules in INCOTERMS 2010 shall apply, except as expressly provided in the Contract. To the extent that these Conditions of Sale are inconsistent with the terms of the Contract, the terms of the Contract shall prevail.

(5) Any alterations in design, specification or quantity of or timing for delivery of the Goods ordered, if agreed to by the Company at the request of the Customer, shall entitle the Company to adjust the Contract price.

(6) Any additional cost incurred in packing or inspection which is requested by Customer, and is in addition to those regularly supplied by Company, will be added to the price as a special charge.

(7) The Company may at any time prior to delivery, increase the price of the Goods to reflect any increase in the cost to the Company which is due to any factor beyond the control of the Company such as, without limitation, foreign exchange fluctuations, currency alteration or regulation or significant increase in the cost of labour, materials or other costs.

4 TERMS OF PAYMENT

(1) Prices quoted are net.

(2) Unless otherwise expressly stipulated, accounts are due for payment not later than the Special Melted Products Ltd. accounting end of the month

following the month of delivery. If the Goods are to be collected by the Customer or the Customer fails to take delivery of the Goods when due, the month of delivery shall be the month in which the Company notified the Customer that the Goods are ready for collection, or in which the Goods were despatched from the Company's premises. When deliveries are spread over a period each consignment will be invoiced as despatched and each month's invoices will be treated as a separate account and payable accordingly.

(3) No payment shall be deemed to have been received until the Company has received cleared funds.

(4) Time for payment shall be of the essence. Failure to pay for any Goods or services or for any delivery or instalment shall entitle the Company to cancel the Contract or suspend further deliveries and work both on the same order and on any other order from the Customer without prejudice to any other rights the Company may have. If the Company so suspends further deliveries and/or work or cancels in whole or in part the Contract, the Customer shall be liable for and reimburse the Company for all damages, including any and all direct and consequential damages incurred by the Company by reason of such deferral or cancellation. The Company reserves the right to charge interest on the amount due after as well as before judgment on a daily basis at the annual rate 2% above the Base Rate of Bank of England from time to time applicable until the amount due (including interest) is paid. The Company reserves the right at any time to demand full or partial payment before proceeding or proceeding further with an order.

(5) Payment terms, work to be performed by the Company as set forth on the purchase order and shipments shall at all times be subject to approval by the Company's Credit Department and the Company reserves the right where genuine doubts arise as to a Customer's financial position to suspend delivery or performance of any order or any part or instalment without liability until payment or satisfactory security for payment has been provided.

(6) No disputes arising under any order or Contract shall interfere with the prompt payment in full by the Customer of invoices relating to that or any other order or Contract and the Customer may not withhold payment by reason of any right of deduction, set off or counterclaim which the Customer may allege.

(7) All payments payable to the Company under the Contract shall become due immediately on its termination despite any other provision. In no event shall the Customer's failure to make payments in accordance with the terms hereof be excused by reason of the occurrence of a Force Majeure Event (as defined in paragraph (3) of Condition 5) in respect of the Customer or computer system or software failure.

5 DELIVERY AND COMPLETION DATES

(1) Delivery of the Goods to the Customer shall be made "ex-works" at the Company's premises at any time after the Company has notified the Customer that the Goods are ready for collection or, if some other place for delivery is agreed to in writing by the Company, by the delivery of Goods to that point.

(2) Subject to any contrary terms of the Contract, delivery of goods to a carrier for transportation to the Customer shall constitute delivery to the Customer and the carrier is the Customer's agent for this purpose. The Company shall promptly obtain and deliver or tender to the Customer, in due form, any documents necessary to enable the Customer to obtain possession of the Goods from the carrier, but failure to do so is not a ground for rejection by the Customer.

(3) Time is not of the essence for delivery or performance. Any dates specified by the Company are intended to be an estimate only and if no dates are so specified, delivery or performance shall be within a reasonable time. The Contract shall not be subject to rescission or cancellation by the Customer in whole or in part by reason of, and the Company shall not be liable to the Customer in any circumstance for any Losses incurred by the Customer arising directly or indirectly or as a consequence of any delay in delivery or performance or failure to deliver or perform if the duration of the delay or failure is less than three months or if the delay or failure results from any Force Majeure Event (as hereinafter defined) beyond the Company's reasonable control. Such event includes but is not limited to Acts of God, war or threat of war, fire, inclement or exceptional weather conditions, epidemics, quarantine restriction, industrial action (whether at the Company's premises or elsewhere), breakdowns, hostilities, shortage of or in ability to procure labour, materials, power or other supplies, governmental order, regulation or intervention (whether or not having the force of law), interruption of transportation or any other cause whatever of an unexpected or exceptional nature (a "Force Majeure Event"), whether such Force Majeure Event affects the Company or the suppliers or sub-Contractors of the Company. In any of these cases the Company shall be entitled to extend the dates specified in the Contract for delivery or performance by at least as much time as the period of the cause of the delay or failure.

(4) The Company shall not be liable for any delay in delivery or performance resulting from or arising in connection with any failure by the Customer to provide drawings, equipment, raw materials or other requirements for the order or resulting from any alterations in specifications, design or quantity requested by the Customer to the order.

(5) No delay shall entitle the Customer to reject any delivery or services or any further instalment or part of the order or any other order from the Customer or to repudiate the Contract or the order or shall entitle the Customer to damages. Furthermore, the taking possession of the Goods by the Customer shall constitute a waiver of all claims arising out of any delay in delivery by Company.

(6) The Company cannot undertake to meet any schedule of Customer's requirements supplied after the date of the Contract and will have no liability whatever for delay in meeting or failure to meet all or any of such requirements (howsoever such failure or delay may arise) unless and to the extent that the Company expressly agrees in writing to meet such requirements, in which event paragraph (1) of this Condition shall apply.

6 DELAYED ACCEPTANCE

(1) If for any reason the Customer is unable to accept delivery of the Goods when the Goods are due and ready for delivery, the Company may arrange storage of the Goods and the Customer shall be liable to the Company for the costs (including insurance) of such storage. This provision is without prejudice to any other rights which the Company may have in respect of the Customer's failure to take delivery of the Goods which shall include the right to sell the Goods to a third party or invoice the Customer for the Goods when the Goods should have been delivered and to receive payment for the Goods when the Goods should have been paid for in accordance with Condition 4 hereof.

(2) The Customer shall indemnify the Company in full against any Losses incurred or suffered directly or indirectly by the Company as a result of any failure by the Customer to take delivery of the Goods when due.

7 CANCELLATION AND DEFERRAL

(1) No order, which has been accepted by the Company, may be cancelled by the Customer except with the prior written consent of the Company

and subject to sub-paragraph (2) of this Condition.

(2) If the Customer cancels or defers delivery of any order or part of the order, the Customer shall, forthwith upon receipt of written notification from the Company of amounts due, indemnify the Company in full against all Losses incurred or suffered directly or indirectly by the Company in connection with such order or part order, including without limitation, any Losses incurred or suffered directly or indirectly by the Company in connection with or as a result of the cancellation or termination of, or deferral of delivery under any agreement for the purchase of raw materials or commitment to purchase raw materials or any forward currency contracts relating to the Customer's order.

8 TITLE TO GOODS

(1) Unless otherwise agreed in writing, ownership of the Goods will not pass to the Customer until payment for the Goods and all other Goods agreed to be sold by the Company to the Customer has been received by the Company in full (in cash or cleared funds) notwithstanding delivery of the Goods.

(2) Subject to any contrary terms of the Contract, all risk in the Goods shall pass to the Customer if the Goods are to be delivered at the Company's premises, at the time the Company notifies the Customer that the Goods are ready for collection, and if the Goods are to be otherwise delivered, at the time of despatch from the Company's premises. The Company accepts no responsibility for any damage, shortage or loss in transit. Claims for any damage, shortage or loss in transit should be made on the carrier, and any conditions imposed by the carrier in relation to claims for damage, shortage or loss in transit should be complied with.

(3) Until ownership of the Goods passes to the Customer, the Customer shall hold the Goods as bailee of the Company, store the Goods separately so that they are readily identifiable as the property of the Company, maintain the Goods in satisfactory condition and keep them fully insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company, but the Customer shall be entitled to resell or use the Goods before ownership has passed to it solely on the following conditions (i) any sale shall be effected in the ordinary course of the Customer's business at full market value, (ii) any such sale shall be a sale of the Company's property on the Customer's behalf and the Customer shall deal as principal when making such sale and (iii) any use shall be in the ordinary course of the Customer's business.

(4) The Customer's right to possession of the Goods shall terminate immediately and all moneys owing to the Company by the Customer shall become immediately due and payable if (i) the Customer suffers an Insolvency Event (as defined in clause 19 hereof) or (ii) the Customer encumbers, pledges or in any way charges by way of security for any indebtedness any of the Goods which remains the property of Company.

(5) Until ownership of the Goods passes, the Customer hereby grants the Company, its employees and agents an irrevocable licence at any time to, without notice, enter the premises where Goods that are the property of the Company are located to inspect them, or where the Customer's right to possession has terminated, to remove such Goods, at the cost of the Customer.

(6) On termination of the Contract howsoever caused, the Company's (but not the Customer's) rights contained in this Condition shall remain in effect.

9 WARRANTY: LIMIT OF RESPONSIBILITY: GOODS

(1) The Company warrants solely to the Customer for a period of twelve (12) months from the date of delivery ("Warranty period") that Goods manufactured by the Company will be manufactured in accordance with the specifications for such Goods. The Company's sole obligation under this warranty is limited to (at the Company's option) repairing or replacing the non-conforming Goods, or refund of the purchase price less scrap value of such Goods. The performance of any of the above options shall constitute an entire discharge of the Company's liability under this warranty. Any Goods replaced shall belong to the Company and any repaired or replacement Goods shall be warranted on these terms for the unexpired portion of the Warranty Period. EXCEPT AS PROVIDED ABOVE AND TO THE FULLEST EXTENT PERMITTED BY LAW, ALL CONDITIONS, WARRANTIES, UNDERTAKINGS AND REPRESENTATIONS AND TERMS, EXPRESS OR IMPLIED BY COMMON LAW OR STATUTE, WHETHER WRITTEN OR ORAL, WHETHER AS TO QUALITY, FITNESS FOR PURPOSE, TITLE, NON-INFRINGEMENT OR OTHERWISE, ARE HEREBY EXPRESSLY EXCLUDED.

(2) The Customer shall be responsible for inspecting and/or testing the Goods to determine their suitability for their end-use application or purpose. The Customer shall notify Company within ten (10) days from the date an alleged failure to conform to the specification(s) is discovered or by reasonable investigation should have been discovered. If the Customer fails to give such notice, any claim of breach of warranty with respect to such Good shall be waived. The Company must also be given an opportunity to inspect the Goods and investigate any complaint before any use of the Goods.

(3) The Customer shall have no claim for any defects which are not apparent on visual inspection unless the Customer delivers a written complaint to the Company as soon as practicable after the defect is discovered and within the Warranty Period. The Company shall not be liable for any defect arising from fair wear and tear or damage due to negligence, alteration, repair, misuse or accident. The Company shall not be liable for any Losses suffered directly or indirectly as a result of any use of the Goods after the Customer becomes aware of any defect, or in circumstance where the Customer should reasonably have been aware of the existence of a defect. Defects in any instalment shall not entitle the Customer to cancel the remaining part of the order. The Company shall have no liability in respect of any defect in the Goods arising from any technical or production data, advice, drawing, design or specification supplied by the Customer and shall have no liability in respect of Goods under any warranty if such Goods have not been paid for in full by the due date.

(4) Any technical data, production data, production estimates and performance figures, advice, drawings and specifications furnished by the Company with respect to Goods and/or services supplied and the use of such Goods and/or services is given without charge, does not create any warranties for which the Company would be liable and, to the extent permitted by law, the Company assumes no obligation or liability for any damages, consequential, incidental, special, liquidated, penal or otherwise, for such data, estimates, advice, drawings and specifications given or result obtained irrespective of whether claims or actions with respect to such are based upon contract, tort, negligence, strict liability, warranty, or otherwise. All of such data, estimates, figures, advice, drawings and specifications shall be given and accepted at the Customer's risk. In the event that the Company is providing goods hereunder that are experimental or are made by an experimental process, then the Customer shall treat as confidential any technical data, specifications, and information of the Company relating thereto and will not disclose to others nor use the same for any other purpose.

(5) With respect to any Goods supplied but not manufactured by the Company (including parts and components), the Company shall in so far as it is able give the Customer the benefit of any express warranty given by the manufacturer or supplier of such Goods to the Company.

(6) The Company excludes all liability to the Customer for breach of Contract or otherwise other than as set out in this paragraph to the fullest extent

permitted by law, provided that if the Company is found liable for any loss or damage suffered directly by the Customer, the Company's liability arising in connection with the supply of Goods or services to the Customer shall be limited to the purchase price of such Goods or services and the Company shall under no circumstances be liable for any Losses or other liability (other than liability for death or personal injury resulting from the direct negligence of the Company) including damage to property, wasted expenditure or cost of mitigation incurred directly or indirectly by the Customer.

(7) Unless otherwise agreed by Company, the foregoing warranty is for the benefit of only the Customer and is non-transferable and non-assignable either directly, indirectly or by operation of law. The Customer, its employees, agents and representative shall not claim, represent, imply nor permit its customers, distributors, processors or others to claim, represent or imply that such warranty extends or is available to persons or entities other than the Customer and shall indemnify and save the Company harmless from all claims and actions of other persons or entities irrespective of whether such claims or actions are based upon contract, tort, negligence, strict liability or otherwise. To the limit of its legal right to do so, the Customer shall cause any third party to cease and desist from making any such representation. In the event of any resale of any of the goods sold hereunder in whatever form, the Customer will include the following, or substantially similar, language in a conspicuous place in the agreement covering such resale:

“Warranties by manufacturers and sellers of goods sold hereunder are limited to such written warranties as may be applicable to the individual items sold hereunder, which warranties are limited to repair or replacement of the goods or to the refund of the purchase price at the manufacturer's or seller's option and within the time limits specified.”

10 WARRANTY: LIMIT OF COMPANY'S RESPONSIBILITY: HIREWORK AND SERVICES

(1) Hire work and work involving the use of the Customer's materials is undertaken by the Company on the express understanding that the Company cannot be responsible for any distortion, faults or defects which appear or develop during or are caused by the work, howsoever arising even if resulting from any fault, negligence or mistake of the Company, its employees, agents and representatives. The Company gives no guarantee or warranty of any kind in respect of such work but subject to the availability of capacity and facilities, it will endeavour to correct any such distortions, faults or defects at the Customer's expense and risk. The Company shall not in any circumstances be liable for Losses whether direct, indirect or consequential and any other remedy which would otherwise be available in law is hereby excluded except to the extent that such exclusion is prohibited by law.

11 CUSTOMER'S EQUIPMENT

(1) The Company is entitled to assume that patterns, dies, drawings and equipment supplied by the Customer are in adequate supply, good condition, true to drawing and entirely suitable to the Company's methods of production of the Goods in the quantities required. Where new patterns, dies, drawings or equipment are to be made, the Company requires for mutual benefit to be consulted.

(2) While the Company uses all reasonable endeavours to verify the Customer's patterns, dies, drawings and equipment, no responsibility is accepted by the Company for their accuracy.

(3) All replacements, alterations and repairs to the Customer's patterns, dies, drawings and equipment shall be paid for by the Customer.

(4) The Company shall take all reasonable care of the Customer's patterns, dies, drawings and equipment while in the Company's possession but the Company accepts no liability for Losses or damage thereto howsoever arising, except where neglect on the Company's part was the direct cause of Loss or damage, and in those circumstances the Company's liability shall be limited to the actual cost of replacement or repair, to the exclusion of all other Losses, howsoever arising. Further, no responsibility will be accepted by the Company for the Customer's patterns, dies or other property from which the Customer has not required Goods to be made for a period of 12 months or more.

12 DIES ETC

(1) Dies and tools manufactured by the Company are the Company's property whether specifically charged in full or part to the Customer or not, and will normally be retained in anticipation of future orders for a period of 3 years from the date of the last order in respect of which they were used.

(2) Where dies, tools, patterns, drawings, particulars or specifications are supplied to the Company by the Customer:

(a) the Company accepts no responsibility for their accuracy; and

(b) the Company is not responsible for damage to or loss of such articles caused by or arising from any cause whatever except negligence on the part of the Company.

13 TOLERANCES AND TESTS

Unless expressly stated in the Contract gauges, weights, chemical composition and analysis, quantities and sizes will so far as possible be adhered to, but reasonable excesses and deficiencies thereof shall be accepted by the Customer who shall not be entitled to reject any Goods or to replacement of any Goods on the grounds that they are not precisely as specified. Unless otherwise specifically agreed, all tests and test pieces whatsoever required by the Customers will be charged extra. Unless otherwise specifically requested by the Customer, tests of chemical composition shall be based only on the ladle analysis, which shall be final. Tests and inspections shall take place under the Company's standard testing arrangements, and such tests shall be final. All tests are subject to analytical tolerances.

14 DRAWINGS AND INFORMATION

(1) The Company is entitled to assume that all drawings, descriptions, specifications and other information supplied by the Customer to the Company, whether written or verbal, is in all respects complete, accurate and entirely suitable for the Customer's requirements.

(2) Unless otherwise expressly agreed, the Company shall have no responsibility for the performance, suitability or durability of any Goods or any materials or workmanship comprised therein to the extent that the same is manufactured in accordance with the Customer's designs, drawings, standards or specifications.

(3) Any unpatented information concerning the Customer's products, methods, or manufacturing processes which the Customer may disclose to the Company incidental to the manufacture of sale of the Goods and/or performance of services covered by an order acknowledgement shall be deemed to have been disclosed as part of the consideration hereunder (unless otherwise specifically agreed in writing), and the Customer agrees not to assert any claim (other than a claim for patent infringement) against the Company by reason of the Company's use or

alleged use thereof.

(4) The sale of Goods covered by these Conditions shall not expressly or impliedly grant to the Customer any right or license under any patent, or patent application, or other intellectual property right owned or controlled by the Company or its affiliates, but the foregoing shall not limit in any way the Customer's right to use or sell such goods.

15 INTELLECTUAL PROPERTY

(1) Any drawings, specifications, designs, confidential records and information, and computer software or other technical information supplied to the Customer by the Company in connection with the Contract are provided on the express understanding that the Customer will not give, loan, exhibit, or sell such drawings, specifications or technical information to any third party and that the Customer will not use them in any way except in connection with the Goods or services provided hereunder. The ownership of all intellectual property rights relating to the Goods and in all documents provided by the Company shall remain vested in the Company.

(2) The Customer shall indemnify the Company against all Losses incurred or suffered directly or indirectly by the Company in respect of any infringement or alleged infringement of any patent, registered design, copyright, trade mark or other industrial or intellectual property rights resulting from compliance by the Company with the Customer's instructions, whether express or implied.

16 PACKING

Unless otherwise specified and subject to any contrary terms of the Contract:

(1) packing cases and packing materials will be charged extra; and

(2) the Company will use all reasonable endeavours to ensure suitability of packing before despatch but, to the extent permitted by law, no claim will be accepted by the Company for breakage or damage in transit, on the ground of alleged unsuitability of packing.

17 IMPORT, EXPORT AND RE-EXPORT CONTROL REQUIREMENTS

(1) Imports

To the extent that the Company may now, or in future, import finished goods, raw materials or equipment for the purposes of completing the Customer's order, the importation of any of which is made subject to any import licence approval by Her Majesty's Government of the United Kingdom (the "U.K. Government"), the Company will use its commercially reasonable endeavours to obtain such approval. Where such approval is required, the Company's acceptance of the Customer's order is provisional and conditional upon the U.K. Government granting such import licence approval, and the Company shall not be liable in any way whatsoever, if such approval is refused by the U.K. Government for any reason whatsoever. Nor shall the Company be liable whatsoever, if any changes in U.K. or EU legislation precludes the legal importation of any products previously used to fulfil the Customer's order. In such circumstances, the Company agrees to work with the Customer to source alternative products but the Company reserves the right to cancel the Customer's order without penalty, in the event no mutually acceptable and suitable alternatives can be found.

(2) Exports

To the extent that the Company manufactures a product to the Customer's design or specification, the Customer warrants to inform the Company if the product in question is a "controlled" product under either the Dual-Use or Military Control Lists (from time to time) of the U.K. Government or any other Government; including any associated technical data the Customer may provide to the Company; or if there are any other legal restrictions that may apply to the product's disposition. The Customer indemnifies the Company for any and all penalties, expenses, liabilities or costs of the Company arising out of the Customer's failure to meet this obligation.

The Customer acknowledges that the ultimate shipment of goods or delivery of technical data under the Contract is subject to the right and ability of the Company to make the sales under all applicable export control laws and regulations, including those of the U.K., EU and United States (the "Export Control Laws"). The Customer acknowledges that Export Control Laws may prohibit the export, re-export or transfer of certain items to certain destinations, end-users or for certain end-uses (including, but not limited to, nuclear, chemical or biological weapons or rocket systems and unmanned air vehicles and certain military end uses). The Customer warrants that they are not located in, under the control of, or a national or resident of any country to which the export of the products is prohibited by applicable Export Control Laws. The Customer agrees to comply with all applicable Export Control Laws and obtain all necessary Government authorisations, if required, prior to any export, re-export or transfer of the goods or technical data furnished under the Contract. The Customer warrants to furnish accurate information to the Company as regards end destination, end use and end user of the Company's products, insofar as these are known at the time of sale, in order for the Company to complete its own export control compliance validation. The Customer indemnifies the Company for any and all penalties, expenses, liabilities or costs of the Company arising out of the Customer's failure to meet these obligations.

To the extent that the Contract requires the Company to directly export the products from the U.K., or elsewhere, to the Customer or their designated destination, and such export requires export licence approval by the U.K. Government or other Government and/or re-export licence approval by the U.S. Government; the Company will use its commercially reasonable endeavours to obtain such approval. Where such approval is required, the Company's acceptance of the Customer's order is provisional and conditional upon the U.K. Government or other Government and/or U.S. Government granting such export/re-export licence approval, and the Company shall not be liable in any way whatsoever, if such approval is refused by any involved Government for any reason whatsoever.

18 SUB-CONTRACTING

The Company reserves the right to sub-contract the whole or any part of the Contract.

19 INSOLVENCY

If any of the following events (each an "Insolvency Event") occurs, or the Company reasonably believes that any such event is about to occur, in relation to the Customer:

- (1) (being an individual) he has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors;
- (2) (being a body corporate) it convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Customer or notice of intention to appoint an administrator is given by the Customer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer; or
- (3) any event analogous to those described in paragraphs (1) and (2) above occurs in any jurisdiction in which the Customer is incorporated or resident or carries on business, the Company shall be entitled to cancel or suspend the Contract or any order in whole or in part by notice in writing, without prejudice to accrued rights and the price for Goods which have been delivered shall become immediately due and payable.

20 GENERAL

- (1) The Company may perform any of its obligations or exercise any of its rights through any other member of the same group of companies.
- (2) Any notice shall be made in writing, by letter or facsimile, addressed to the principal place of business of the other party, or such other address as either party may notify to the other.
- (3) No variation to these conditions shall be binding unless agreed in writing and signed on behalf of the Company by an authorized representative. No waiver by the Company of any breach of contract by the Customer shall be valid unless it is in writing signed by the Company and any waiver shall not be deemed to be a waiver of any subsequent breach of the same provision, or any other provision.

21 APPLICABLE LAW

- (1) The Contract and any non-contractual obligations arising out of or in connection with the Contract shall be governed by and construed in accordance with English law.
- (2) Each party agrees that the courts of England are to have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract (including any dispute or claim relating to any non-contractual obligations arising out of or in connection with the Contract) and each party irrevocably submits to the jurisdiction of the courts of England.
- (3) Neither (i) the United Nations Convention on Contracts for the International Sales of Goods; (ii) the 1974 Convention on the Limitation Period in Contracts for the International Sale of Goods (the "1974 Convention"); nor (iii) the Protocol Amending the 1974 Convention done at Vienna, Austria, on 11 April 1980, shall apply in any manner to the interpretation or enforcement of the terms and conditions set forth herein to extent permitted by applicable law.

22 DIVISIBILITY CLAUSE

- (a) The company reserves the right to make deliveries/and or services by instalments and render a separate invoice in respect of each such instalment.
- (b) If the company exercises its right to make deliveries/and or services in accordance with sub-paragraph (a) above, then any delay in the provision of such deliveries/and or services, or failure to deliver any further instalment or instalments, shall not entitle the Buyer to reject the contract or the delivery/services of any other instalment or to withhold payment in respect of any instalment previously delivered/served.