

ROXSPUR MEASUREMENT & CONTROL TERMS AND CONDITIONS OF PURCHASE

1. DEFINITIONS

In these Terms and Conditions, unless the context requires otherwise:

- 1.1 "Company" means Roxspur Measurement & Control Limited ("RM&C");
- 1.2 "Contract" means the contract for the supply of goods arising following the acceptance of an Order by the Supplier in accordance with condition 2.
- 1.3 "Supplier" means the person, firm or company to whom the Order is issued;
- 1.4 "Order" means a purchase order in respect of the Goods issued by the Company to the Supplier on the Company's official purchase order form, together with all documents referred to in it;
- 1.5 "Goods" means goods, products or materials the subject matter of the Order.

2. GENERAL

- 2.1 The Company shall not be liable for any Order unless:
- 2.1.1 it is issued or confirmed on the Company's official order form; and
- 2.1.2 the Supplier confirms in writing acceptance of it and these Terms and Conditions.
- 2.2 These Terms and Conditions can only be altered or qualified by a document signed by a Director of the Company which sets out in full the relevant alterations and qualifications.
- 2.3 The Order will be subject to these Terms and Conditions. These are the only terms and conditions upon which the Company will do business with the Supplier and they shall prevail against all others notwithstanding any printed or other conditions contained in any order, acknowledgement or quotation or otherwise brought to the Company's notice.
- 2.4 Delivery by the Supplier shall constitute an acceptance of the Terms and Conditions of the Order where acceptance shall not previously have been communicated to the Company.

3. TIME

- 3.1 Where time for delivery is specified such provision shall be of the essence of the Contract.
- 3.2 Failure by the Supplier to adhere to any provision as to time contained in the Order shall entitle the Company at its option to treat the Contract as repudiated in whole or in part. The Company shall be entitled to recover from the Supplier any loss or expense incurred by the Company owing to such delay.
- 3.3 The Company reserves the right to recover from the Supplier any losses incurred over and above the value of the supplied Goods, where losses incurred are as a result of non-compliance with specified delivery instructions.
- 3.4 The Supplier shall immediately notify the Company of any apprehended delay in delivery, despatch, completion or performance.
- 3.5 The Company reserves the right to reject Goods not delivered on time and/or to cancel the whole or any part of the Order of which such Goods form part and/or to return any Goods already delivered which by virtue of such rejection or cancellation are no longer of use. Such rights of rejection, cancellation or return shall be available to the Company irrespective of the cause of delay without prejudice to the Company's right to damages and any other remedies against the Supplier for breach of contract and without any liability of whatever nature of the Company.
- 3.6 No concession with respect to delays in delivery, despatch, completion or performance shall be construed as a waiver of any of the Company's rights and remedies unless such waiver is specifically agreed in writing and signed by a duly authorised representative of the Company.

4. PRICE AND PAYMENT

- 4.1 All prices are fixed and are not subject to escalation.
- 4.2 The Company shall not be responsible for the payment of any charges for Goods supplied in excess of Goods required by the Order or any variation unless authorised by a further priced Order in writing.
- 4.3 No payment of or on account of the contract price shall constitute any admission by the Company as to the performance by the Supplier of its obligations and will be made without prejudice to the Company's rights.
- 4.4 Failure by the Supplier to attend to any of the following details may mean delay in payment (but with no prompt payment discount to be forfeited by the Company):
- 4.4.1 failure by the Supplier to send, on the day of despatch for each consignment of Goods, a separate advice note and invoice for each such delivery; or
- 4.4.2 failure by the Supplier to mark clearly the Order number on the consignment package, packing notes, invoices, monthly statements and all other correspondence relating to them.
- 4.5 Payments will be made 60 days after the end of the month of the date of the invoice.
- 4.6 The Company reserves the right to deduct from any monies due or becoming due to the Supplier any monies due from the Supplier to the Company on any account.

5. DELIVERY

- 5.1 Delivery of Goods shall be made to the Company's premises or as otherwise stated by the Company in the Order. Delivery shall be effected when Goods have been unloaded.
- 5.2 The Supplier shall be responsible for transport, unloading and insurance of the Goods prior to completion of delivery.
- 5.3 Deliveries made in advance of the Company's requirements may be returned to the Supplier at the Supplier's expense or accepted at the Company's option. If the Company accepts them, the Company shall be entitled to defer payment until the month following the month in which delivery should have taken place.
- 5.4 No responsibility is accepted for Goods delivered in excess of the Order.
- 5.5 All Goods must be adequately protected against damage and deterioration in transit and delivered carriage paid in accordance with the Company's instructions (if given) and the packages of Goods must bear the description and the quantity of the contents and the Company's Order number.
- 5.6 The Company accepts no liability for packing materials or cases unless previously agreed.
- 5.7 The Company will not be responsible for any failure to give notice to carriers of loss, damage, delay, detention or transit or non-delivery.
- 5.8 The Supplier agrees on request to supply the Company with any necessary declarations and documents stating the origin of the Goods.

6. TITLE

- 6.1 The property and risk in the Goods purchased shall pass to the Company upon delivery to the Company's premises or as otherwise stated by the Company in the Order.
- 6.2 Goods shall be at the risk of the Supplier until actually delivered even where the delivery has been delayed or postponed by the Company or at the Company's request.
- 6.3 All Goods rejected or returned for any reason shall be at the risk of the Supplier during transit back to the Supplier.

7. INSPECTION

- 7.1 Acceptance of all Goods supplied shall be subject to inspection by the Company following delivery to the Company's premises. In the event that any of the Goods are defective in materials or workmanship or otherwise fail to meet the requirements specified in the Order, fail to comply with any British or other standard specification (where applicable), fail to pass any inspection or test, or the Supplier fails to comply in all respects with any of its obligations under these conditions, the Company shall have the right either to reject the Goods in whole or in part, to cancel the Order or any part of the Order, or to retain and correct them at the Supplier's expense. Rejected Goods will be held or returned to the Supplier

at the Supplier's expense and risk and the Supplier shall pay the Company's handling and packing costs.

- 7.2 Any inspector or representative authorised by the Company shall be entitled to inspect the Goods at any reasonable time at the Supplier's works or where applicable at the works of any sub-contractor and require all defects or deficiencies to be made good and alterations made. The Supplier will give the Company or any nominee of the Company, or otherwise arrange for, reasonable facilities of access to the Supplier's works or any other such works. Such inspection or right to inspect shall not of itself constitute acceptance or approval of the Goods and shall not relieve the Supplier of any liability.
- 7.3 If specified by the Company, the Supplier will give adequate notice of works tests which the Company is entitled to attend and will provide the Company with such test certificates as the Company or its customer may reasonably require.

8. WARRANTY

- 8.1 Subject to these conditions, the Supplier warrants that the Goods to be provided shall:
- 8.1.1 conform as to quantity, quality and description with the Order and any specification or standards stated or referred to in the Order;
- 8.1.2 be of first-class materials and workmanship throughout and be executed with reasonable care and skill by properly qualified and experienced persons;
- 8.1.3 be equal in all respects to any samples, patterns, demonstration or specification provided or given by either party;
- 8.1.4 be capable of any standard of performance specified in the Order;
- 8.1.5 if the purpose for which they are required is indicated in the Order, either expressly or by implication, be fit for that purpose; and
- 8.1.6 comply with any statutory rule or regulation that may be in force relating to the Goods.
- 8.2 The Supplier will keep the Company indemnified in respect of all loss, damage, injury, costs and expenses which result, directly or indirectly, from defective Goods, workmanship or design supplied by the Supplier or any other defect or fault in the construction of the Goods and, in addition, the Supplier will repair, replace or reinstate at the Company's option, any defective item or items free of charge.
- 8.3 Without prejudice to any right or remedy available to the Company under statute or common law, the Supplier will keep the Company indemnified in respect of any liability suffered or incurred by the Company as a result of the supply or use by the Supplier of defective Goods or workmanship in carrying out the Order, or as a result of any breach of the conditions, warranties, inducements or representations expressed or implied in the contract or any other breach of contract on the part of the Supplier, including but not limited to consequential or indirect loss and loss of profits.

9. DRAWINGS AND DESIGN

- 9.1 All property and copyright in all drawings, designs, patterns, specifications, samples, materials, tools and other data provided by the Company or prepared by the Supplier at the request of the Company in connection with this Order, shall vest in and remain at all times the property of the Company and be used by the Supplier solely for the purpose of this Order and shall be sent if requested to the Company carriage paid on completion of the Order.
- 9.2 The Supplier shall maintain all drawings, designs, patterns, specifications, samples, materials, tools and other data in good condition, shall keep them confidential and shall not use them for any purpose other than carrying out this Order or any subsequent order placed by the Company. The Supplier will be responsible for making good any loss of or damage to such items howsoever arising.
- 9.3 The Supplier shall not disclose details of the Order and its subject matter to any third party unless expressly required or permitted to do so in writing by the Company.
- 9.4 The Supplier agrees neither to quote nor to supply parts made with the Company's designs, tools, patterns, drawings, specifications, samples or materials to any third party without the Company's prior written consent.

10. HEALTH AND SAFETY

- 10.1 The Supplier warrants that in the design, manufacture, supply, installation of the goods (including all work on site) and the provision of information relating thereto that it will comply with the duties imposed upon it by the Health and Safety at Work Act 1974 and that it will perform this contract such that no liability is incurred by the Company under the said Act.
- 10.2 The Supplier warrants that the Goods or materials to be supplied in accordance with the Order will be safe and without risk when properly used and the Supplier will provide all necessary information in connection with the design, testing and use of them (whether or not such information has been requested by the Company).

11. INTELLECTUAL PROPERTY

- 11.1 Save to the extent that the Goods specified in the Order are designed by the Company, the Supplier warrants that the Goods do not and shall not infringe any United Kingdom or foreign patents, trade marks, copyright, registered designs, design rights, or other intellectual property rights of whatsoever nature and agrees to indemnify and hold harmless the Company and anyone selling or using any of the Goods sold by the Company against all claims of whatsoever nature, including those for losses, damages, costs, expenses and royalties resulting from any infringement or alleged infringement, and agrees that the Supplier shall, upon request of the Company and at the Supplier's own expense, defend or assist in the defence of any action which may be brought against the Company or those selling or using any Goods sold by the Company by reason of any such infringement or alleged infringement.
- 11.2 The Company shall have no liability whatsoever to the Supplier in respect of any actual or alleged infringement of any intellectual property right or third parties in relation to the Goods specified in the Order, their manufacture or testing, except to the extent (if any) that such infringement occurs by reason of the designs specified by the Company.

12. COMPANY'S PROPERTY

- The provisions of this clause shall apply whenever an Order requires the Supplier to repair or apply a process to Goods or materials of the Company ("Company's Property") which the Company makes available for the purpose.
- 12.1 The Company's Property shall be returnable on demand.
- 12.2 The Supplier shall keep the Company indemnified against all loss or damage to the Company's Property and any movable or immovable property of any nature or type whatever of the Company or any third party while it is in the possession, custody or control of the Supplier, or its permitted sub-contractors. The Supplier shall adequately insure the Company's Property against such loss or damage and shall produce on demand evidence of such insurance and the premium receipts.
- 12.3 The Supplier shall keep the Company's Property separate from all other property and shall clearly mark Company's Property as property of the Company. The Company's Property shall not be removed from the Supplier's premises without the Company's written authority (except for the purpose of fulfilling the order in accordance with its terms).
- 12.4 The Supplier hereby waives any lien which the Supplier might otherwise have on any of the Company's Property for work done or otherwise.
- 12.5 The Supplier shall pay the Company on demand the full replacement value of any of the Company's Property which is not returned or accounted for to the satisfaction of the Company.

13. TERMINATION

13.1 If the Supplier, being an individual, becomes bankrupt or insolvent or has a receiving order made against him or compounds with his creditors or, being a company, is wound up or becomes insolvent or has a receiver or administrative receiver appointed or suffers the appointment or the presentation of a petition for the appointment of an administrator, the Company shall be at liberty (but not bound) at any time after that:

13.1.1 to cancel all or any part of the outstanding Orders immediately by notice and to collect immediately all material, goods, tools or articles of any description sent to the Supplier for any purpose; or

13.1.2 to give the Supplier or the receiver, liquidator or other person the option of carrying on with the Order subject to his providing a guarantee up to an amount to be agreed for the due and faithful execution of the Order.

14. ASSIGNMENT AND SUBCONTRACTING

14.1 The Supplier shall not without the consent in writing of the Company assign or transfer any Order or any part of it to any other person.

14.2 The Supplier shall not without the consent in writing of the Company subcontract the Order or any part of it other than for materials, minor details or for any part of the Goods of which the makers are named in the Order or the specification. Any such consent shall not relieve the Supplier of any of its obligations under the contract.

15. INVENTIONS AND IMPROVEMENTS

When the Order includes manufacture to the Company's designs the Supplier agrees to inform the Company of any invention or improvement in design or method of manufacture arising out of the performance of the Order by or on behalf of the Supplier ("Improvements") and any such Improvement and any patent or registered design rights in respect thereof and copyright in any drawings, documents or specifications relating thereto shall be the property of the Company. The Supplier will give the Company at the Company's expense all necessary assistance to enable the Company to obtain patent, registered design and similar rights in the Improvements throughout the world.

16. LICENCES

If the performance of the Order requires the Company to have any permit or licence from any government or other authority at home or overseas, the Order shall be conditional upon such permit or licence being available at the required time.

17. INSURANCE

The Supplier will at all times insure and keep itself insured with a reputable insurance company against all insurable liabilities under the Order and in respect of the Goods. The Supplier will provide all facilities, assistance and advice required by the Company or the Company's insurers for the purpose of contesting or dealing with any action, claim or matter arising out of the Supplier's performance of the Order.

18. NOTICES

18.1 Any notice or other document to be given under the Contract must be in writing and may be delivered or sent by prepaid first class letter post or facsimile transmission.

18.2 Any notice or document shall be deemed served: if delivered, at the time of delivery; if posted, 48 hours after posting; and if sent by facsimile transmission, at the time of transmission.

19. INVALIDITY

The invalidity, illegality or unenforceability of any provision of these conditions shall not affect the other conditions.

20. THIRD PARTY RIGHTS

20.1 A person who is not party to the Contract shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

21. LAW AND JURISDICTION

21.1 The Contract and all disputes and claims arising out of it (including any non contractual disputes and claims and any proceedings whereby one party might be entitled to join the other as third party) shall be governed by and construed in all respects in accordance with English law and the parties hereby irrevocably submit to the exclusive jurisdiction of the English courts for all such disputes and claims.

21.2 Nothing in these conditions shall prejudice any condition or warranty (expressed or implied) or right or remedy to which the Company is entitled in relation to the contract by virtue of statute or common law. The rights and remedies conferred on the Company by these conditions are in addition to and in no way in substitution for any conditions, warranties or other rights or remedies conferred on the Company or implied by law.