

GE FANUC INTELLIGENT PLATFORMS (BRACKNELL) LTD.

TERMS AND CONDITIONS OF SALE

1 GENERAL AND DEFINITIONS

- 1.1 Unless otherwise varied by the Seller in the associated proposal or quotation, these terms and conditions shall apply to the Contract.
- 1.2 The following defined terms apply to the interpretation of this Contract:
 - “Seller” shall mean GE Fanuc Intelligent Platforms (Bracknell) Ltd., located and operating from The Western Centre, Western Road, Bracknell RG12 1RW, United Kingdom (registration no. 2393111)
 - “Purchaser” shall mean the legal entity with whom the Seller has contracted with and named on the front of this Contract
 - “Contract” shall mean the order placed upon the Seller by the Purchaser for the Goods and or Services as governed by these Terms and Conditions of Sale
 - “Goods” shall mean the equipment, products, materials, documentation as identified in the Contract to be supplied by the Seller to the Purchaser
 - “Services” shall mean any on site engineering or support activities to be provided by the Seller to the Purchaser as identified under the Contract
 - “UK” shall mean the United Kingdom
 - “Party” shall either mean the Seller or the Purchaser in the context of the provision
 - “Parties” shall collectively mean the Seller and Purchaser
 - “Accepted” shall mean that the Purchaser has accepted that the Goods or Services meet the specified requirements as detailed in the Contract in all respects

2 PRICE

- 2.1 Unless otherwise agreed by the Seller, the prices identified in this Contract reflect those as proposed by the Seller in any quotation for the Goods or Services unless otherwise mutually agreed. Likewise, unless otherwise mutually agreed, the prices are considered firm and non variable during the period of the Contract and include all UK taxes and duties except for Value Added Tax.
- 2.2 Unless otherwise stated in the Contract the Goods reflect the Seller’s standard product which will be supplied to conform in accordance with the Seller’s associated standard performance specification(s).
- 2.3 For exports outside of the UK, the price of the Goods includes delivery on the basis of FCA (Incoterms 2000), London Airport and not unloaded at the nominated place. For Goods to be delivered within the UK, delivery shall be on the basis of Ex Works, Seller’s site and not loaded onto any collecting vehicle.
- 2.4 Purchasers outside of the UK shall not be entitled to levy any local with holding tax from the agreed price of the Goods and/or Services otherwise the Seller reserves the right to adjust the associated prices.
- 2.5 Unless otherwise agreed, the price of the Goods includes packaging in accordance with good commercial practice to prevent damage or deterioration during shipment. Such packaging is not considered adequate for storage purposes.

3 PAYMENT

- 3.1 The Seller shall be entitled to claim payment either upon delivery of the Goods, or if instalments have been agreed, upon those instalment dates arriving.
- 3.2 The Seller shall issue the Purchaser with a commercially formatted invoice identifying the Contract number, the claim details and the invoice value. Value Added Tax will be separately identified if applicable. Payment terms are 30 (thirty) days from the invoice date. No discounts are provided for early payment.
- 3.3 Payment by the Purchaser shall be via electronic bank transfer to the Seller’s nominated bankers as detailed on the Seller’s invoice. The date of the payment transfer by the Purchaser shall be considered the payment date. The Purchaser shall be responsible for all bank charges associated with the payment transfer request.
- 3.4 Part payment of the Seller’s invoice shall not relieve the Purchaser from reimbursing the Seller for the full amount of monies owed under the associated invoice.

- 3.5 Where payment is not received within the specified period as detailed in sub clause 3.2, the Seller shall be entitled to claim interest on such overdue amounts. Unless otherwise agreed in this Contract, such interest shall be calculated on a daily basis based on an annual rate of 5% (five percent) above the Bank of England base rate. The Seller shall raise a separate invoice for such overdue interest charges.
- 3.6 The Seller's right to claim interest on overdue amounts is without prejudice to any other rights and remedies the Seller may have under this Contract or in law or in equity including the Seller's right to suspend further deliveries of the Goods and/or Services under the Contract until overdue payments have been received in full.

4 DELIVERY

- 4.1 All delivery dates as specified in this Contract are considered target dates, and the Seller will use its reasonable endeavours to achieve those target dates, but will not accept any liability if those target dates are delayed.
- 4.2 The Seller shall in no way be liable towards the Purchaser for any delivery delays due to a Force Majeure event occurring such as an Act of God, Act of Government, fire, flood, war, riot, strike, embargo or any other event outside of the Seller's control. The Seller shall duly notify the Customer of such Force Majeure event and the target delivery dates shall be duly extended. The Seller will use its reasonable endeavours to mitigate any such delays.

5 QUALITY AND ACCEPTANCE

- 5.1 The Seller is accredited to BS EN ISO 9001:2000/AS 9100 for the design and manufacture of electro-optic, tracking and image processing systems.
- 5.2 Unless otherwise mutually agreed and stated elsewhere in this Contract, the Purchaser may at its own cost and expense and by prior written notice, witness the Seller undertaking and/or conducting its standard acceptance test processes on the Goods and/or Services.
- 5.3 Such acceptance testing will verify that the Goods have met their standard specification performance levels, and for Services will be used to verify that the Services have occurred in accordance with the requirements identified in this Contract. Upon successful completion of such acceptance testing of the Goods and/or Services, they will be considered as Accepted by the Purchaser.
- 5.4 All Goods which pass the Seller's standard acceptance test processes will be supplied with a Certificate of Conformity.

6 IMPORT/EXPORT LICENCES

- 6.1 If the Goods are due for delivery outside the UK and are considered export licensable by the UK authorities, then the Purchaser as requested by the Seller shall provide at no cost to the Seller, the requisite documentation as required by the UK Authorities to process any export licence application.
- 6.2 The Seller shall not be liable towards the Purchaser in the event delays to the target delivery dates occur as a result of in delays in obtaining the required export licence approvals, or liable for any cost incurred by the Purchaser if the licence application is rejected by the UK authorities.
- 6.3 The Purchaser shall be fully responsible for obtaining any import licences from their respective Governmental authorities, and the Seller shall not be liable for any delays in discharging its obligations under this Contract due to delays in the Purchaser obtaining the requisite import licence.
- 6.4 Each Party shall ensure compliance with its own Governmental import/export laws and regulations, and if a Party breaches such laws and regulations, then the breaching Party shall indemnify and hold harmless the innocent Party of any and all resulting actions and liabilities.

7 TITLE AND RISK

- 7.1 Title to the Goods shall not be transferred to the Purchaser until payment in full has been received by the Seller. Therefore, the Purchaser shall not be entitled to onwards sell the Goods until title has transferred.
- 7.2 Risk in the Goods shall transfer to the Purchaser in accordance with the delivery terms as specified in Clause 2, Price. Risk to the Goods shall only revert back to the Seller in the event the Goods are returned in accordance with Clause 9, Warranty and then only at the point where they reach the Seller's UK facility.

8 INTELLECTUAL PROPERTY RIGHTS

- 8.1 The Seller shall retain title in all intellectual property associated with the Goods and/or Services including any associated documentation, technical data, specifications or other such information whether in a written format or other such media, and by the Purchaser entering into this Contract does not imply directly or otherwise that rights in the Seller's intellectual property transfer to the Purchaser.
- 8.2 The Seller hereby confirms that as of the date of this Contract it is not aware of any previous or pending claims for the infringement of third party intellectual property rights relating to the Goods and/or Services identified in this Contract, but provides no warranty or condition whether express or implied by statute, at common law or otherwise as to the freedom from infringement of patent, registered design, trademark, copyright or other intellectual property rights of third parties.

9 WARRANTY

- 9.1 The Goods will be warranted against faults arising from faulty materials or poor workmanship for a period of 12 (twelve) months commencing the date of delivery as specified in Clause 2, Price. However, this does not apply to Goods not of the Seller's manufacture, in which case the original manufacturer's warranty terms will apply and supersede the provisions as stated herein.
- 9.2 In the event the Goods exhibit the faults as detailed in sub clause 9.1, the Purchaser shall at its own expense arrange to return the Goods to the Seller, who shall have the option of either repairing or replacing the faulty Goods at no cost to the Purchaser. The Seller shall also be liable to appropriately repackage and return the repaired or replacement Goods to the Purchaser.
- 9.3 Any Goods repaired under sub clause 9.2 shall be subject to the balance of the original warranty period of the Goods or 3 (three) months whichever is the longer, and replacement Goods will be supplied with a new 12 (twelve) month warranty.
- 9.4 However, where the Seller determines that the fault within the returned Goods is due to the mis-use or mis handling of the Purchaser, or fair wear and tear, or that no fault can be found, then the Seller reserves the right to charge the Purchaser for costs to correct the same and/or for the costs incurred in determining the same.
- 9.5 All Services will be performed in accordance with reasonable skill and judgement as is considered to be normal industry standards. Where Services have not been performed per these standards and the Purchaser identifies this non conformance within 30 (thirty) calendar of the Services completing, then the Seller will at its own discretion use its reasonable endeavours to either correct the areas of non conformance or re-perform the Services at no cost to the Purchaser.
- 9.6 The warranty provisions as detailed herein are the sole and exclusive remedies available to the Purchaser.

10 TERMINATION

- 10.1 The Purchaser may terminate this Contract for its convenience only on the basis that Purchaser's customer has terminated the Purchaser's order. However, the Purchaser shall provide the Seller with at least 30 (thirty) calendar days prior written notice of such termination and identify the extent of such termination.
- 10.2 Such termination shall not relieve the Purchaser from reimbursing the Seller the price as stated in the Contract for those Goods and Services so delivered to the Purchaser or the Seller from performing any portion of the Contract which is not terminated.
- 10.3 The Seller shall within 60 (sixty) days from expiry of the termination notice issue a termination cost invoice to the Purchaser. The Seller's invoice shall be accompanied by a certification statement from an independent chartered accountant verifying the invoice claim represents a true and accurate reflection of the costs directly incurred by the Seller due to the termination plus a reasonable level of profit on those incurred costs. The Seller's invoice and the independent certification shall be the sole basis for reimbursing the Seller, with payment for the same occurring in accordance with Clause 3, Payment.
- 10.4 The Seller shall be entitled to terminate this Contract in full and without prior written notice and to submit a claim for all monies due to Seller in the event the Purchaser enters into insolvency, or administration, or becomes bankrupt. Alternatively, the Seller may enter the Purchaser's facility and elect to recover any Goods delivered to the Purchaser for which payment is outstanding.

- 10.5 If the UK authorities refuse the Seller an export licence for the Goods and/or Services, then that part of the Contract so affected by the licence refusal shall be terminated immediately, with neither party having any liability towards the other for that element of the terminated work.

11 INSURANCE

- 11.1 The Seller will hold and maintain adequate insurances as required under English law in order that it may discharge its obligations under this Contract.
- 11.2 The Seller will indemnify and hold the Purchaser harmless against any liability for personal injury or death arising under this Contract and as a direct result of the proven negligence of the Seller.
- 11.3 Where the Seller is conducting Services under this Contract at the Purchaser's site or is in receipt of equipment, materials or tools belonging to the Purchaser which are necessary for the Seller to discharge its obligations under this Contract, the Seller shall indemnify the Purchaser for loss or damage to the Purchaser's site or equipment, materials or tools as a direct result of proven negligence of the Seller. Such indemnification shall be limited to an aggregate claims value of £1,000,000 (one million pounds).

12 LIABILITIES

- 12.1 In the event a claim or an alleged claim of third party intellectual property infringement occurs as a result of the Purchaser entering into this Contract for the Goods or Services or receiving or using the same, the Seller will indemnify the Purchaser against any directly incurred legal costs and expenses only. However, such indemnification is provided on the basis that the infringement is not a result of using the Goods or Services in conjunction with other third party equipment or using the Goods or Services in a manner not prescribed by the Seller. The Seller shall immediately be informed any such claimed infringement and be given the sole right to defend and settle any such claim. Settlement of such a claim may include the procurement of licence to allow the Purchaser continued use of the Goods, or the modification of the Goods to remove the infringement, or the substitution of the Goods with suitable alternatives. The Purchaser shall ensure it makes no prejudicial statements and where requested it will provide reasonable assistance to the Seller in defending any such infringement claim.
- 12.2 The Parties shall not be liable towards each other for any indirect costs incurred, special or punitive damages or consequential damages or consequential losses including but not limited to loss of sales, loss of profits, loss of revenues, loss of business, loss or manufacturing capacity, loss or goodwill or loss or reputation howsoever caused.
- 12.3 Except for those liabilities which cannot be excluded under law, the warranties and indemnities identified herein shall be the sole and exclusive remedies available to the Purchaser for any claims made against the Seller under this Contract, and in no event shall any such claims exceed the value of monies received by the Seller from the Purchaser under this Contract at the time the claim arises.

13 AMENDMENTS

- 13.1 No amendment to this Contract will have any effect unless it is made in writing and signed by duly authorised representative of each Party.

14 ASSIGNMENT

- 14.1 Neither Party shall assign or otherwise transfer any of its rights, interests or obligations under this Contract to a third party without the prior written consent of the other Party which shall not be unreasonably withheld, and providing the assignee accepts the terms of this Contract.

15 NO AGENCY OR PARTNERSHIP

- 15.1 Nothing in this Contract shall be deemed to constitute either Party as the agent of the other nor shall this Contract create a partnership between the Parties.

16 CONFIDENTIALITY

- 16.1 Any information disclosed or exchange between the Parties during the term of this Contract shall be treated in the strictest confidence and be considered as "Proprietary Information" which shall mean any information or data disclosed by either Party to the other pursuant to this Contract, either in writing or orally, subject to the conditions set forth hereafter, and including without limitation any written or printed documents, samples,

- models or any means of disclosing such Proprietary Information that either party may elect to use during the life of this Contract.
- 16.2 Each Party, to the extent of its right to do so, shall disclose to the other party only such Proprietary Information which the disclosing party deems appropriate to fulfil the purpose of this Contract.
- 16.3 Any information or data in whatever form, disclosed by either Party to the other and which is designated as proprietary to the disclosing Party by an appropriate stamp, legend or any other notice in writing, or when disclosed orally, has been identified as proprietary at the time of disclosure and has been promptly (thirty (30) calendar days at the latest) confirmed and designated in writing as Proprietary Information of the disclosing Party, shall be subject to the relevant terms and conditions of this Contract (the information or data orally disclosed being deemed "Proprietary Information" during the above period of time required for written confirmation for all the purposes of this Contract).
- 16.4 The receiving Party hereby covenants that from the coming into full force and effect of this Contract and for a period of five (5) years following the expiration of this Contract, or five (5) years from the termination of this Contract, whichever occurs first, the Proprietary Information received from the disclosing Party shall:
- 16.4.1 be protected and kept in strict confidence by the receiving Party, which must use the same degree of precaution and safeguards as it uses to protect its own Proprietary Information of like importance, but in no case with any less than reasonable care ;
 - 16.4.2 be only disclosed to and used by those persons within the receiving Party's organisation who have a need to know and solely for the purpose of this Contract;
 - 16.4.3 not be used, in whole or in part, for any purpose other than the purpose of this Contract without the prior written consent of the disclosing Party;
 - 16.4.4 neither be disclosed nor caused to be disclosed, whether directly or indirectly, to any third party or persons;
 - 16.4.5 neither be copied nor otherwise reproduced nor duplicated, in whole or in part except for the purpose of this Contract, where such copying, reproduction or duplication have not been specifically authorised in writing by the disclosing Party.
- 16.5 Any Proprietary Information and copies thereof disclosed by either Party to the other shall be returned by the receiving Party immediately upon request.
- 16.6 Notwithstanding the provisions of sub clause 16.4 above, the receiving Party shall have no obligations or restrictions with respect to any Proprietary Information which the receiving Party can prove:
- 16.6.1 has come into the public domain prior to or after the disclosure thereof, and in such case through no wrongful act of the receiving Party; or
 - 16.6.2 is already known to the receiving Party, as evidenced by written documentation in the files of the receiving Party; or
 - 16.6.3 has been lawfully received from a third party without restrictions or breach of this Contract; or
 - 16.6.4 has been or is published without violation of this Contract; or
 - 16.6.5 is independently developed in good faith by employees of the receiving Party who did not have access to the Proprietary Information; or
 - 16.6.6 is approved for release or use by written authorisation of the disclosing Party; or
 - 16.6.7 is not properly designated or confirmed as proprietary.
- 16.7 No release shall be made by either Party to the news media or the general public relating to this Contract and/or the subject matter thereof without prior written approval of the other Party, which approval shall not be unreasonably withheld. The Parties further agree that news releases made by any of them shall recognise and give credit to the respective participation and contributions of the other Party.

17 NOTICES

- 17.1 Every notice to be given under this Contract shall be in writing and either delivered by hand or sent by facsimile or by registered post/airmail. The address of each party for the service of notices shall be as set out in this Contract (unless or until that address is changed by notice given under this clause).
- 17.2 Notice sent by registered post/airmail shall be treated as being received 5 working days after the date of posting. Notice delivered by hand or by facsimile shall be treated as being received on the day it is delivered unless delivery occurs after the normal working hours of the recipient, in which case delivery shall be treated as having occurred on the next working day.

18 ARBITRATION

- 18.1 In the event either Party to this Contract questions the interpretation or performance of this Contract such action shall be considered a dispute under this Contract. The Parties hereby agree to mutually resolve the dispute within 30 (thirty) calendar days or other timeframe as mutually agreed upon, otherwise the dispute will be referred to arbitration in accordance with the UK Arbitration Act 1996 as amended.
- 18.2 In the event of formal arbitration proceedings, the each Party shall bear its own costs in participating in such proceedings, and the outcome of such arbitration proceedings shall be considered as final and binding on the Parties.

19 SEVERABILITY/WAIVER

- 19.1 If any provision of this Contract becomes invalid, illegal or unenforceable, the Parties will endeavour, acting in good faith, to agree the terms of a provision which may be substituted for the invalid, illegal or unenforceable provision. The invalidity, unenforceability or illegality of any provision will not affect the remaining provisions of this Contract.
- 19.2 The failure by a Party to enforce any provision of this Contract shall not be treated as a waiver of that provision, nor shall it affect the right of that Party to subsequently enforce that provision.

20 INTERPRETATION - LEGISLATION

- 20.1 Reference to any law or statute includes a reference to that law or statute as from time to time amended and to any orders, statutory instruments or regulations made under that law or statute. The Seller reserves the right without prior agreement from the Purchaser to amend or otherwise change the Goods or Services to ensure such Goods or Services remain compliant as a result of any amendments to law or statute etc as detailed herein.

21 HEADINGS

- 21.1 The headings to clauses contained in this Contract are inserted for convenience only and they do not form part of or affect the interpretation of this Contract.

22 ENTIRE AGREEMENT

- 22.1 This Contract represents the entire understanding and agreement between the Parties and supersedes all previous negotiations and understandings between them with respect to its subject matter. Further, this Contract supersedes all previous agreements between the Parties with regard to its subject matter and those agreements are now terminated and of no further effect.

23 RIGHTS OF THIRD PARTIES

- 23.1 This Contract is exclusively between the Seller and the Purchaser, and no third party who has or purports to have any rights under this Contract shall be entitled to enforce those rights into the Parties. Therefore, the provisions of the UK Contracts (Rights of third parties) Act 1999 as amended are hereby excluded.

24 GOVERNING LAW & JURISDICTION

- 24.1 This Contract shall be governed by and construed in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the courts of England.