

IDESS LIMITED STANDARD TERMS AND CONDITIONS OF TRADE.

This agreement is made by and between Idess Limited, hereinafter referred to as the company, whose registered office is located at 9A/9J New Yard, Clay Flatts Industrial Estate, Workington, Cumbria CA14 3YE, UK, and the customer, who is the person, partnership, limited company, Public Limited Co. or any other entity who requests or accepts a quotation and/or order for or of equipment and/or services offered by the company.

1 Scope

1.1 These standard conditions (the "conditions") apply to all business between the company and the customer, except as otherwise specifically agreed in writing by the company and the customer.

2 Scope of supply

2.1 The scope of supply shall be as defined in the company's quotation. It is the responsibility of the customer to ensure that the scope of supply meets fully with their requirements.

3 Quotations and pricing

3.1 Budgetary quotations are estimated prices only, and may, at the company's discretion, be adjusted in the event of a change in the cost of manufacture, labour, materials or any other costs beyond the control of the company.

3.2 No obligation, including without limitation the fulfilment of a purchase order, shall be binding on the company unless accepted by the company in a written order acknowledgement.

3.3 Prices quoted are always on an ex-works basis, the cost of the delivery and insurance plus a nominal fee for administration will be added to the invoice issued.

3.4 Prices quoted are exclusive of value added tax and any other applicable taxes which will be charged to the customer at the rates ruling at the time of delivery.

3.5 All prices quoted in pounds sterling.

4 Payment

4.1 For orders less than £5000.00 strictly no later than 30 days from date of invoice.

4.2 For orders greater than £5000.00:

- ◆ 40% deposit is required with order.
- ◆ 40% on advice of readiness for despatch prior to delivery.
- ◆ 20% balance strictly no later than 30 days from delivery/commissioning.

4.3 A delay in payment will cause a delay in delivery.

4.4 Time of payment shall be of the essence of the contract.

4.5 We understand and will exercise our statutory right to interest (currently 12.5%, Oct. 2006) under the Late Payment of Commercial Debts (Interest) Act 1998 if we are not paid according to agreed credit terms.

5 Delivery

5.1 Any times quoted for delivery are to be treated as best estimates only, and without prejudice, although every effort will be made by the company to adhere to them.

5.2 The company shall not be liable to make good to the customer any damage or loss arising directly or indirectly out of delay in delivery of the goods nor will the company be liable for any consequential or special loss claimed by the customer including without limitation delay detention loss of profit loss of production loss of time charges or liability to any third parties.

5.3 Time of delivery shall not be of the essence of the contract.

6 Passing of risk and retention of title

6.1 Risk in the equipment shall pass to the customer on delivery.

6.2 The company retains title to the equipment until the customer has made full and unconditional payment in respect of all sums properly due in connection with the supply of such equipment.

7 Inspection and testing (prior to despatch)

7.1 Prior to despatch, equipment will be inspected by the company and, to the extent practicable, will be tested by the company, in accordance with company standard practice.

7.2 Subject to an additional charge and company approval, the company will, upon customer request in writing, conduct additional tests or trial runs of the equipment. The company will perform all such tests or trial runs, at a location to be determined by the company at its reasonable discretion.

8 Inspection of equipment (upon receipt)

8.1 It is the express duty of the customer to inspect the equipment upon receipt.

8.2 If the goods are found to be damaged after unpacking, the company must be informed immediately.

8.3 Where it is not feasible for the customer to examine the equipment on receipt, it is their responsibility to mark any carriers note or similar as such. (e.g. Goods not examined. Etc.)

9 Installation and commissioning of equipment

9.1 Subject to separate agreement in writing by the parties, the company or its subcontractors may provide installation and/or commissioning services for the equipment.

9.2 The customer is responsible for undertaking any necessary preparatory work, in accordance with company specifications, for the installation and/or commissioning of equipment.

9.3 If preparatory work fails to comply with company specifications, and such failure is not remedied within five (5) days notice of such non-compliance, the company reserves the right to charge the customer, and the customer agrees to reimburse the company, for all reasonable costs caused by the delay in the installation and/or commissioning of the equipment, or to cancel applicable contract and charge the customer for all reasonable costs and expenses incurred.

10 Warranty and liability of company

10.1 The company shall make every reasonable effort to have repaired or replaced free of charge equipment which is, or becomes, defective through any fault in design, materials or workmanship in the manufacture thereof, provided that such defect occurs within 12 months of date of supply and provided that the customer notifies the company of any such defect immediately it occurs.

10.2 Save as aforesaid under no circumstances will the company be liable, in contract or otherwise for any loss, damage, expense, or injury whatsoever, consequential or otherwise, arising out of or in connection with the supply or installation, use or failure of, defect in, equipment sold thereunder.

10.3 Attempted repair or alteration of equipment as supplied by the company, by another party immediately invalidates the warranty offered.

10.4 Warranty will be void if the equipment has not been stored, mounted, operated or maintained in accordance with our recommendations.

10.5 Damage due to mishandling or operation other than as specified is excluded

11 Bespoke development and intellectual property rights

11.1 All bespoke design and development will be performed in accordance with a customer written specification which will include acceptance criteria and timescales.

11.2 Where the customer is not equipped to provide a written specification the company will at its discretion provide a written specification which shall form the basis of the contract. It is the responsibility of the customer to ensure that the written specification describes in full their functional and operational requirements.

11.3 Such written specification shall be considered as part of the actual development.

11.4 The intellectual property rights in all bespoke design, development and customisation shall remain with the company.

12 Force majeure

12.1 The company will not be liable for any failure or delay in delivery due to causes beyond its control including (but without prejudice to the generality of the foregoing) inability to obtain materials, war, invasion, act of foreign enemy, hostilities (whether war has been declared or not) civil war, rebellion, revolution, insurrection or military or usurped power, accidents, plant breakdowns, interference by labour or strike or lockouts of employees, acts of god or any restriction regulation order act omission or operation by any local or municipal authority public corporation or government department.

13 Governing law

13.1 This agreement and performance of both parties shall be governed by English law. Any disputes under any contract entered into by the company shall be settled in a court of the company's choice operating under English law, and the buyer agrees to attend any such proceedings. No action can be brought arising out of any contract more than 12 months after the completion of the contract.

14 Severability

14.1 If any part of these terms and conditions is found to be illegal, void or unenforceable for any reason, then such clause or section shall be severable from the remaining clauses and sections of these terms and conditions which shall remain in force.