

TERMS AND CONDITIONS OF PURCHASE

These conditions shall apply to all goods or services (hereinafter referred to as "Goods") provided by the Supplier as detailed on the Purchase Order ("Order") to L.P.W Technology Limited, whose registered office is at 24 Broad Street, Salford, Lancashire, M6 5BY, UK (CRN06233481) ("LPW Technology") under the Terms of the Order.

1 Basis of purchase

- 1.1 The Order constitutes an offer by LPW Technology to purchase the Goods and/or services subject to these Terms and acceptance of the Order constitutes an acceptance of the Terms and creates a binding contract ("Contract") between LPW Technology and the Supplier
- 1.2 These Terms shall apply to the Contract to the exclusion of any other terms on which any quotation has been given to LPW Technology or subject to which the Order is accepted or purported to be accepted by the Supplier.
- 1.3 No variation to the Order or these Terms shall be binding upon the parties unless agreed in writing between the authorised representatives of LPW Technology and the Supplier.

2 Specifications

- 2.1 The quantity, quality and description of the Goods and the Services shall, subject as provided in these Terms, be as specified in the Order and/ or in any applicable Specification supplied by LPW Technology to the Supplier or agreed in writing by LPW Technology.
- 2.2 The Supplier shall comply with all applicable regulations or other legal requirements concerning the manufacture, packaging, packing and delivery of the Goods or the performance of the Services.
- 2.3 The Supplier shall not unreasonably refuse any request by LPW Technology to inspect and test the Goods during manufacture, processing or storage at the premises of the Supplier or any third party prior to despatch, and the Supplier shall provide LPW Technology with all facilities reasonably required for inspection and testing.
- 2.4 If as a result of inspection or testing LPW Technology is not satisfied that the Goods will comply in all respects with the Contract, and LPW Technology so informs the Supplier within seven days of inspection or testing, the Supplier shall take such remedial steps as are necessary to ensure compliance.
- 2.5 The Goods shall be marked or bar-coded in accordance with LPW Technology's instructions and any applicable regulations or requirements of the carrier, to ensure the Goods are insured, properly

packed and secured so as to reach their destination in an undamaged condition.

3 Price of the goods and services

3.1 The Price of the Goods and the Services shall be as stated in the Order and, unless otherwise so stated, shall be:

3.1.1 exclusive of any applicable Value Added Tax (which shall be payable by LPW Technology subject to receipt of a VAT invoice); and

3.1.2 Ex-works as defined by INCOTERMS. ("INCOTERMS" means the international rules for the interpretation of trade terms of the International Chamber of Commerce) as in force at the date when the Contract is made;

3.2 No increase in the Price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without (1) the Supplier giving advance notice to LPW Technology of a minimum 90 days of such increase in the Price. (2) the prior consent of LPW Technology in writing. LPW Technology reserves the right to reject delivery of the Goods if the terms of this clause are not complied with.

4 Terms of payment

4.1 The Supplier may invoice LPW Technology on or at any time after delivery of the Goods or performance of the Services, as the case may be, and each invoice shall quote the number of the Order.

4.2 LPW Technology shall pay the Price of the Goods and the Services not earlier than 45 days after date of invoice or date of delivery whichever shall be the later.

4.3 LPW Technology may set off against the Price any sums owed to LPW Technology by the Supplier.

5 Delivery

5.1 The Goods shall be delivered to, and the Services shall be performed at, the Delivery Address on the date or within the period stated in the Order, in either case during LPW Technology's usual business hours.

5.2 The time of delivery of the Goods and of performance of the Services is of the essence of the Contract.

5.3 A packing note quoting the number of the Order must accompany each delivery or consignment of the Goods and must be displayed prominently.

- 5.4 If the Goods are to be delivered, or the Services are to be performed, by instalments, the Contract will be treated as a single contract and not severable.
- 5.5 LPW Technology may reject any Goods delivered which are not in accordance with the Contract or not in accordance with the agreed specification, and shall not be deemed to have accepted any Goods until LPW Technology has had a reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the Goods has become apparent. If the Goods are rejected then LPW Technology shall be entitled to claim from the Supplier liquidated damages and any other consequential losses incurred by such rejection.
- 5.6 The Supplier shall supply LPW Technology in good time with any instructions or other information required enabling LPW Technology to accept delivery of the Goods and performance of the Services.
- 5.7 If the Goods are not delivered or the Services are not performed on the due date then, without limiting any other remedy, LPW Technology shall be entitled to deduct from the Price or (if LPW Technology has paid the Price) to claim from the Supplier by way of liquidated damages and any other consequential losses incurred as a result of the delay

6 Risk and Title

- 6.1 Risk of damage to or loss of the Goods will be the responsibility of the Supplier or provider of Services until delivery.
- 6.2 The Title in the Goods shall pass to LPW Technology on delivery, unless payment for the Goods is made prior to delivery, when it shall pass to LPW Technology once payment has been made and the Goods have been appropriated to the Contract.

7 Warranties and liability

- 7.1 The Supplier warrants to LPW Technology that the Goods:
- 7.1.1 will be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Supplier or made known to the Supplier in writing at the time the Order is placed;
 - 7.1.2 will be free from defects in design, material and workmanship;
 - 7.1.3 will correspond with any relevant Specification or sample; and
 - 7.1.4 will comply with all statutory requirements and regulations relating to the Sale of the Goods.

7.2 Without limiting any other remedy, if any Goods or Services are not supplied or performed in accordance with the Contract, then LPW Technology shall be entitled:

7.2.1 to require the Supplier to repair the Goods or to supply replacement Goods or Services in accordance with the Contract within seven days; or

7.2.2 at LPW Technology's sole option, and whether or not LPW Technology has previously required the Supplier to repair the Goods or to supply any replacement Goods or Services, to treat the Contract as discharged by the Supplier's breach and require the repayment of any part of the Price which has been paid;

7.2.3 to claim from the Supplier by way of liquidated damage and any other consequential losses incurred.

7.3 The Supplier shall indemnify LPW Technology in full against all liability, loss, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by LPW Technology as a result of or in connection with:

7.3.1 breach of any warranty given by the Supplier in relation to the Goods or the Services;

7.3.2 any claim that the Goods infringe, or their importation, use or resale, infringes, the patent, copyright, design right, trade mark or other intellectual property rights of any other person, except to the extent that the claim arises from compliance with any Specification supplied by LPW Technology;

7.3.3 any liability under the Consumer Protection Act 1987 in respect of the Goods;

7.3.4 any act or omission of the Supplier or its employees, agents or sub-contractors in supplying, delivering and installing the Goods; and

7.3.5 any act or omission of any of the Supplier's personnel in connection with the performance of the Services.

8. Force Majeure

8.1 Neither the Supplier nor LPW Technology shall be liable to the other or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Goods or the Services, if the delay or failure is beyond that party's reasonable control. Without limiting the foregoing, the following shall be regarded as causes beyond either party's reasonable control:

- 8.1.1 Act of God, explosion, flood, tempest, fire or accident;
 - 8.1.2 war or threat of war, sabotage, insurrection, civil disturbance or requisition;
 - 8.1.3 acts, restrictions, regulations, byelaws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
 - 8.1.4 import or export regulations or embargoes;
 - 8.1.5 strikes, lock-outs or other industrial actions or trade disputes (whether involving employees or either the Supplier or LPW Technology or of a third party);
 - 8.1.6 difficulties in obtaining raw materials, labour, fuel, parts or machinery;
 - 8.1.7 power failure or breakdown in machinery.
- 8.2 If either party is, or anticipates being, prevented from complying with its obligations by circumstances beyond its control, it shall immediately notify the other in writing describing the circumstances and shall do everything possible to continue complying with such obligations.
- 8.2.1 The Order will be suspended for up to 14 calendar days immediately on giving such notice or on the occurrence of the anticipated circumstances (whichever is the later).
 - 8.2.2 During any period of suspension LPW Technology may purchase replacement supplies elsewhere for supplies which the Supplier does not, or which LPW Technology reasonably anticipates the Supplier may not, duly deliver, whether during or after the period of suspension LPW Technology may require the quantities set out in the Order to be reduced by the quantity of all replacement supplies so purchased.
 - 8.2.3 The supplier shall be responsible for extra cost incurred by LPW Technology in purchasing replacement supplies, but only for supplies not actually duly delivered. No other liability (except one relating to a failure not connected with the notified circumstances) shall arise during a period of suspension.
- 8.3 If performance is not resumed within 14 calendar days of the beginning of the above period of suspension (but not before that time) the other party may in writing immediately terminate this order, and shall be entitled to compensation for all failures of performance including any in respect of which the above notice was given.

9 Termination

- 9.1 LPW Technology may cancel the Order in respect of all or part only of the Goods and/or the Services by giving notice to the Supplier at any time prior to delivery or performance, in which event LPW Technology's sole liability shall be to pay to the Supplier the Price for the Goods or Services in respect of which LPW Technology has exercised its right of cancellation, less the Supplier's net saving of cost arising from cancellation.
- 9.2 LPW Technology may terminate the Contract without liability to the Supplier by giving notice to the Supplier at any time if:
- 9.2.1 the Supplier makes any composition or voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) enters into administration or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction), or a moratorium comes into force in respect of the Supplier (within the meaning of the Insolvency Act 1986); or
 - 9.2.2 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Supplier; or
 - 9.2.3 the Supplier ceases, or threatens to cease, to carry on business; or
 - 9.2.4 LPW Technology reasonably apprehends that any of the events mentioned above is likely to occur in relation to the Supplier and notifies the Supplier accordingly.

10 General

- 10.1 The Order is personal to the Supplier and the Supplier shall not assign or transfer or purport to assign or transfer to any other person any of its rights or sub-contract any of its obligations under the Contract unless agreed in advance with LPW Technology in writing..
- 10.2 A notice required or permitted to be given by either party to the other under these Terms shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified under this provision to the party giving the notice.
- 10.3 No waiver by LPW Technology of any breach of the Contract by the Supplier shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 10.4 If any provision of these Terms is held by any court or other competent authority to be invalid or unenforceable in whole or in part the validity of

the other provisions of these Terms and the remainder of the provision in question shall not be affected.

- 10.5 Any dispute arising under or in connection with these Terms or the sale of the Goods shall be referred to arbitration by a single arbitrator appointed by agreement.
- 10.6 The Contract shall be governed by the laws of England, and the Supplier agrees to submit to the non-exclusive jurisdiction of the English Courts.

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