KAWASAKI PRECISION MACHINERY (UK) LIMITED

STANDARD TERMS & CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES

In this Purchase Order the Company hereby orders and the Supplier, by accepting the Purchase Order, agrees that it will supply the Goods and/or Services specified in the Purchase Order in accordance with the following terms and conditions. Any reference to the Supplier's quotation, specification, price list or like document shall be solely for the purpose of describing the Goods and/or Services to be supplied and no terms and conditions endorsed upon delivered with or referred to in such, apply to the Purchase Order

1. DEFINITIONS

1.1 In these conditions the following definitions shall apply:

"Affiliate" shall mean any subsidiary or holding company of the Company or any other subsidiary of such holding company. For the purpose of this definition "subsidiary" and "holding company" shall have the meaning assigned to it under Section 736, Companies Act 1985, as amended by section 144, Companies Act 1989.

"Company" shall mean Kawasaki Precision Machinery (UK) Limited (registered in England and Wales with company number 2833215) and its assignees

"Delivery Address" means the address stated on the Purchase Order for delivery of the Goods and/or Services;

"Goods and /or Services" shall mean the goods, all equipment, materials, items, tooling, patterns, dies, work or work in progress and services specified and as set out on the Purchase Order

"Purchase Order" means the Company's Purchase Order, Schedule, Blanket Order, Service Level Agreement or Contract and all amendments thereto together with other relevant documents referenced or contained therein and these general terms and conditions and any special conditions.

"Price" means the price payable by the Company to the Supplier for all Services under the Purchase Order.

"Supplier" shall mean the person or company so described on the face of the Purchase Order and to whom the Purchase Order is addressed

1.2 In these Conditions, the following rules apply:

a) Words in the singular include the plural and vice versa

b) a reference to a party includes its successors or permitted assigns;

c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted; and

d) any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. GENERAL CONDITIONS

2.1 These conditions are used in preference to and supersede any other terms and conditions referred to, offered or relied on by the Supplier whether or not stated verbally to the Company, or in any document returned, or in negotiations or any stage of dealings between the Company and the Supplier with reference to Goods and /or Services related to the Purchase Order. These conditions shall not be varied or added to except with the written agreement of the Company. These general conditions shall be subject to such further special conditions as may be prescribed in writing by the Company. In the event of any conflict, or any apparent conflict between the special conditions and the general conditions, the special contractual conditions shall prevail. The Purchase Order shall form the whole agreement between the Company and the Supplier.

2.2 If the Supplier shall not previously have accepted these conditions then commencement of the Purchase Order by him shall constitute such acceptance. The signing by the Company of any of the Supplier's documentation shall not imply any modification to these or any other agreed terms unless specifically agreed in writing as witnessed by an authorised Purchase Order from the Company.

2.3 This Purchase Order shall be deemed to have taken effect on the date it is accepted by the Supplier (the "Commencement Date") and shall continue in full force and effect, unless otherwise terminated in accordance with its terms.

2.4 The Supplier shall from the Commencement Date and for the duration of the Purchase Order provide the Goods and/or Services to the Company in accordance with the terms of the Purchase Order.

2.5 The Supplier shall meet any performance dates for the Goods and/or Services specified in the Order or notified to the Supplier by the Company.

2.6 In providing the Goods and/or Services, the Supplier shall:

2.6.1 co-operate with the Company in all matters relating to the Goods and/or Services, and comply with all instructions of the Company;

2.6.2 perform the delivery of the Goods and/or Services with reasonable care & skill & diligence in accordance with best practice in the Supplier's industry, and the Supplier acknowledges that the Company will rely upon the skill, care and judgement of the Supplier in connection with all matters for which the Supplier is responsible hereunder

2.6.3 provide all equipment, tools and vehicles and such other items as are required to provide the Goods and/or Services;

2.6.4 obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and regulations relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods and/or Services;

2.6.5 observe all health and safety rules and regulations and any other security requirements that apply at the Company's premises;

2.6.6 hold all materials, equipment and tools, drawings, specifications and data supplied by or on behalf of the Company to the Supplier ("the Company's Materials") in safe custody at its own risk, maintain the Company Materials in good condition until returned to the Company, and not dispose of or use the Company Materials other than in accordance with the Company's written instructions or authorisation;

2.6.7 not do or omit to do anything which may cause the Company to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Company may rely or act on the Goods and/or Services.

2.7 The Company shall provide the Supplier with reasonable access at reasonable times to the Company's premises for the purpose of providing the delivery of Goods and/or Services: and provide such information as the Supplier may reasonably request for the provision of the Goods and/or Services and the Company considers reasonably necessary for the purpose of providing the Goods and/or Services

2.8 Where the Supplier believes work requested or instructed by the Company is outside the scope of this Purchase Order, then the Supplier shall not undertake such work without written confirmation by the named representative in the form of an amendment to this Purchase Order. The Company shall have no liability for any work undertaken which has not been so confirmed by the named representative.

2.9 The Company shall not be liable to pay for or the Supplier for any additions or variations to the Purchase Order, unless the Company confirms the same in writing (which may include email communications) and agrees to any consequential addition to or abatement from the Purchase Order Price; and/or any consequential postponement of the delivery or completion date.

3 SPECIFICATION AND INSPECTION

3.1 The quantity, quality and description of the Goods and/or Services shall, subject as provided in these Conditions, be as specified in the Purchase Order and/or in any applicable Specification supplied by the Company to the Supplier or agreed in writing by the Company.

3.2 Any Specification supplied by the Company to the Supplier, or specifically produced by the Supplier for the Company, in connection with the Purchase Order, together with the copyright, design rights or any other intellectual property rights in the Specification, shall be the exclusive property of the Company. The Supplier shall not disclose to any third party or use any such Specification except to the extent that it is or becomes public knowledge through no fault of the Supplier, or as required for the purpose of the Purchase Order.

3.3 The Supplier shall not unreasonably refuse to take any steps necessary to comply with any request by the Company to inspect or test the Goods and/or Services during manufacture, processing or storage at the premises of the Supplier or any third party prior to despatch, and to provide the Company with any facilities reasonably required by the Company for such inspection or testing. Notwithstanding any inspection or testing, the Supplier shall remain fully responsible for the Goods and/or Services and any inspection or testing by the Company shall not reduce or otherwise affect the Supplier's obligations under the Purchase Order

3.4 If as a result of inspection or testing the Company is not satisfied that the Goods and/or Services will comply in all respects with the Purchase Order, and the Company so informs the Supplier in writing within seven days of such inspection or testing, the Supplier shall take such steps as are necessary to ensure compliance.

4. PRICE AND PAYMENT

4.1 The price ("Price") and payments specified in the main body of this order are, unless specified elsewhere in this Purchase Order, inclusive of all costs incurred directly or indirectly by the Supplier in undertaking Goods and/or Services including but not limited to time and materials, travelling costs and disbursements of any nature and include delivery Carriage Insurance Freight (CIF) and the cost of packing to the delivery address stated in the Purchase Order and this Price and Payments are fixed and non-revisable.

4.2 Payment of any Price or agreed payment milestone shall be subject to the Company having formally accepted the Goods and/or Services in accordance with the terms of this Purchase Order.

4.3 In respect of Goods and/or Services, the Supplier shall invoice the Company on or at any time after completion of delivery. The Company shall make all payments to the Supplier within 60 days (or within the time period for payment agreed between the parties from time to time) of receipt of an acceptable and valid invoice from the Supplier, Each invoice shall include such supporting information required by the Company to verify the accuracy of the invoice, including but not limited to the relevant Purchase Order number and shall be accompanied by a delivery or supply notice duly authorised by the Company. Payment by the Company in accordance herewith shall not constitute any admittance by the Company as to the performance by the Supplier of his obligations. All amounts payable by the Company under the Purchase Order are exclusive of amounts in respect of valued added tax chargeable from time to. All invoices must quote the Purchase Order Number and Value Added Tax (VAT) registration number where applicable, and the Company shall be entitled to make deductions in respect of any dispute claim with the Supplier.

4.4 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Goods and/or Services, and the Supplier shall allow the Company to inspect such records at all reasonable times on request.

4.5 The Company may, without limiting its other rights or remedies, set off any amount owing to it by the Supplier against any amount payable by the Company to the Supplier under the Purchase Order.

5. DELIVERY & PACKING

5.1 The Supplier will deliver the Goods and/or Services on the date specified in the Order to the Company's premises at Ernesettle Lane, Ernesettle, Plymouth, Devon, PL5 2SA or such other location as is set out in the Order or as instructed by the Company before delivery ("Delivery Location");during the Company's normal hours of business, or as instructed by the Company, no earlier than 7 days prior to and no later than the time stated in the Purchase Order without the prior written agreement of the Company. The Supplier shall supply the Company in good time with any instructions or other information to enable the Company to accept delivery of the Goods and/or Services.

5.2 The Supplier shall not make multiple deliveries without the prior written consent of the Company. The Company may defer the date or dates for deliveries or provision of service by notice in writing to the Supplier stating the period of deferment. In the event of such deferment, the Supplier shall keep the Goods and/or Services adequately stored, protected maintained and insured at their full replacement value at all times.

5.3 Risk in the Goods and/or Services shall pass to the Company on delivery, but without prejudice to any right to rejection.

5.4 Where Goods and/or Services are accepted by the Company this shall not release the Supplier from its obligations under Condition 12 hereto.

5.5 The Goods and/or Services shall be supplied in accordance with any supplier packaging specification provided by the Company to the Supplier, clearly and legibly labelled and addressed and marked with the date of the Order, the Order number (if any), the type and quantity of the Goods and/or Services, any special storage instructions and the outstanding balance, if any, of the Goods and/or Services remaining to be delivered and whether the Supplier requires the Company to return any packaging material (in each case only to be returned to the Supplier at the cost of the Supplier) and in accordance with any applicable statute, regulations or requirements of the carrier, and properly and securely packed to survive transit to the Company's works, or such other destination as the Company shall nominate in the Purchase Order, and to resist damage, destruction, corrosion and contamination so as to reach their destination in an undamaged condition in the ordinary course. The Supplier shall be responsible for damage arising as a result of improper packing or other damage in transit.

5.6 All hazardous Goods and/or Services shall be marked with appropriate international danger symbols and the description of the Goods and/or Services clearly shown in English. The Supplier shall observe all United Kingdom and International agreements and regulations relating to the packing, labelling and carriage of hazardous Goods and/or Services.

5.7 The time of delivery of the Goods and/or Services is of the essence of the Purchase Order.

5.8 The Company shall not be obliged to return to the Supplier any packaging or packing materials for the Goods and/or Services, whether or not any Goods and/or Services are accepted by the Company.

5.9 If the Goods and/or Services are not delivered on the due date then, without prejudice to any other remedy, the Company shall be entitled to deduct from the Price or (if the Company has agreed to pay any part of the price in advance of delivery) to claim from the Supplier by way of liquidated damages for delay two (2) per cent of the Price for every week's delay, up to a maximum of ten (10) per cent of the price.

5.10 The Company shall not be deemed to have accepted the Goods and/or Services until it has had seven (7) days to inspect them following delivery or collection as the case may be. The Company shall also have the right to reject the Goods and/or Services as though they had not been accepted for a period of one hundred and eighty (180) days after any latent defect in the Goods and/or Services has become apparent.

5.11 Should the Supplier deliver a greater quantity of Goods and/or Services than is called for in the Purchase Order, the Company shall be under no obligation to pay for the excess quantity. If the excess quantity of Goods and/or Services is not recovered by the Supplier within 7 days of notification by the Company the matter will be dealt with in accordance with the Sale of Goods Act 1979 and any additions and amendments thereto.

6 FORCE MAJEURE

If delivery is delayed by some cause totally outside the control of the Supplier, then the Supplier shall give written notice of such cause within 3 days of its occurrence. The Company may then (subject to its acceptance of the Supplier's claim, but without prejudice to the Company's other rights) allow such extra time for delivery as is reasonable in the circumstances provided that the Supplier shall have used its best endeavours to mitigate the effects of the event and to complete its obligations promptly. However, if such event or circumstances prevent the Supplier from supplying the Goods and/or Services for more than seven (7) days, the Company shall have the right, without limiting its other rights or remedies, to terminate the Purchase Order with immediate effect by giving written notice to the Supplier.

7. NOTICES AND DOCUMENTATION

Any notice or other communication required to be given to a party under or in connection with the Purchase Order shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, or may be sent by email. Any notice or communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by prepaid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by email, at the time of sending (provided no notification of failed delivery is received by the Company). This Condition 7 shall not apply to the service of any proceedings or other documents in any legal action.

8. RISK AND PROPERTY

8.1 Risk of damage or loss in the Goods shall pass to the Company on completion of delivery to the Company in accordance with the Purchase Order.

8.2 When the Purchase Order price is not payable by instalments, title in such Goods shall pass to the Company on whichever shall first occur of (a) delivery to the Company or (b) payment of the purchase price. The Supplier shall remain responsible for all risks of loss or damage of any kind to the Goods until they are delivered to the Company. The Supplier shall not have any lien or right of retention over them or any part of them

8.3 Where the Purchase Order price is payable in instalments and first instalment or down payment has been paid, title in all Goods, shall vest in the Company

8.4 Where payment for the Goods and/or Services has been agreed to be made prior to delivery, title shall pass to the Company once payment has been made or upon their being used for or appropriated to the Purchase Order and the Supplier shall place identifying marks to this effect on the Goods in question.

8.5 Where the Company or its agent issues Goods, material, or technical information free of charge to the Supplier, such Goods, materials or technical information shall be and remain the property of the Company and shall be maintained by the Supplier in good order and condition. The risk in such Goods, materials and technical information shall be the Suppliers and shall be insured accordingly. All such Goods, materials and technical information supplied by the Company shall be returned to the Company after the completion of the Purchase Order, or as may otherwise be instructed by the Company in writing prior to such completion. If the Company supplies surplus materials these are to be disposed of or returned in accordance with the instructions of the Company.

8.6 The property in any Goods, or parts thereof which are the subject of the Purchase Order shall vest in the Company upon being used for or appropriated to the Purchase Order and the Supplier shall place identifying marks to this effect on the Goods or parts thereof in question.

9. PROGRESS REPORTS

Unless otherwise agreed in writing, the Supplier shall provide within 30 days of receipt of the Purchase Order a schedule giving the cardinal dates in the procurement and manufacturing programme upon which the stated delivery period depends. The Supplier shall review and report achieved progress at the end of each month and report actual or threatened delays with details of the proposed recovery action. The provision of such information in no way relieves the Supplier of the responsibility for maintaining the agreed delivery date of the Goods.

10. DRAWINGS

All parts made to drawings supplied or funded by the Company are to be deemed to be the Company's design and the drawings shall not under any circumstances be supplied to any third party nor shall they be used for the production of any article that is not the subject of a Purchase Order from the Company.

11. STATEMENT OF QUALITY ASSURANCE REQUIREMENTS, INSPECTION AND RIGHT OF ACCESS

The Supplier shall carry out the following as required by the Company:

11.1 Complete any Quality Assurance check-off lists forwarded by the Company.

11.2 The Company, its Customer or its Customer's representatives shall be entitled to a right of access to the Supplier's and its sub-contractors premises at all reasonable times for the purpose of checking progress verifying the Supplier's Quality Assurance procedures and carrying out or witnessing tests and/or procedures under the Purchase Order.

11.3 Give the Company 14 days' clear notice of items being available for inspection and/or tests and permit the Company's employees to carry out such inspection and witness such tests as the Company shall deem appropriate.

11.4 Provide the Company with Certificate(s) of Inspection, Tests and Conformity confirming that the Goods conform to the Company's Purchase Order requirements.

12 QUALITY AND WARRANTY

12.1 Where the Supplier is not the manufacturer of the Goods and/or Services, the Supplier shall transfer to the Company the benefit of any warranty or guarantee.

12.2 Unless otherwise stated on the Purchase Order the Supplier warrants that (subject to the other provisions of these conditions) upon delivery the Goods and/or Services and all deliverables shall:

12.2.1 conform in all respects with the Purchase Order description and Specification supplied or advised by the Company to the Supplier and with any statements or undertakings, representations or warranties whether written by the Supplier, or his servants or agents, and accepted by the Company prior to the placement of the Purchase Order upon which the Company has reasonably relied upon ;

12.2.2 will be free from defects in design, installation, material and workmanship and be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose expressly or impliedly made known to the Supplier by the Company; If the Goods (or any part thereof) supplied shall be defective upon delivery or shall prove to be defective within 24 months of delivery, or within 12 months after the Goods have been into service whichever is the later, then the Company may call upon the Supplier (but without prejudice to the Company's other rights) to rectify the defects or replace the Goods (at the Company's option) at the Supplier's own expense. All the obligations in this condition shall further apply to any such rectified or replacement Goods;

12.2.3 be of first class quality and fit for their purpose, and use the best quality goods, materials, standards and techniques, and the Supplier acknowledges that the Company has relied upon the skill and expertise and any statements and representations made by the Supplier and ensure that the documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Goods and/or Services in any form or media, including without limitation drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).

12.3 The Supplier shall not be liable for a breach of any of the warranties in condition 12.2 if the defect arises because the Company failed to follow the Supplier's written instructions as to the storage, installation, commissioning, use or maintenance of the Goods and/or Services or (if there are none) good trade practice.

12.4 Subject to condition 12.3, if any of the Goods and/or Services do not conform with any of the warranties in condition 12.2 the Supplier shall at its option repair or replace such Goods and/or Services (or the defective part) or refund the price of such Goods and/or Services at the pro rata Purchase Order rate provided that, if the Supplier so requests, the Company shall return the Goods and/or Services or the part of such Goods and/or Services which is defective to the Supplier. All costs associated with returning the Goods to the Supplier for replacement and the return of such to the Company or Customer, or for the repair of the Goods at the Company or Customers site shall be for the account of the Supplier.

12.5 Where any Goods supplied under the Purchase Order require further processing by the Company and before their ultimate use prove to be defective whilst in the course of or after completion of such further processing, the Supplier shall be liable to the Company for the cost of any labour expended or material wasted in connection with such further processing.

12.6 In the event that Goods which are on loan or hire to the Company arrive or become defective during the course of the loan or hire, the Company shall not, under any circumstances, be liable for any repair, replacement or delivery costs, in connection with making good the defective Goods. On notification to the Supplier that the Goods are defective the Company will not be liable for any agreed loan or hire charges that may become due until such time as the defective Goods are replaced or made good whereupon the agreed loan or hire period will recommence.

13 ASSIGNMENT

The Supplier shall not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Purchase Order without the prior written consent of the Company. The Company may at any time assign, transfer, charge, subcontract, or deal in any other manner with all or any of its rights under the Purchase Order and may subcontract or delegate in any manner any or all of its obligations under the Purchase Order to any third party or agent.

14 HEALTH AND SAFETY

The Supplier undertakes to ensure that all Goods supplied by the Supplier to the Company pursuant to the Purchase Order shall comply with the requirements of the Health and Safety at Work Act 1974 and subsequent additions and legislation thereto.

15. SUSPENSION AND TERMINATION

15.1 The Company may by written notice require the Supplier to suspend performance of all or any of the Goods and/or Services and the Supplier shall be entitled to receive any payment that has become due prior to the date of such suspension in accordance with the provisions of clause 6. The Supplier shall resume performance of suspended Goods and/or Services upon written instruction from the Company.

15.2 Without limiting its other rights or remedies, the Company may terminate the Purchase Order for convenience by giving written notice to the Supplier in which case the Company shall pay the Supplier fair and reasonable compensation for any work in progress on any of the Goods or Services at the date of termination but such compensation shall not include loss of anticipated profits or any consequential loss.

15.3 Without limiting its other rights or remedies, the Company may terminate the Purchase Order with immediate effect by giving written notice and without compensation by the Company if:

15.3.1 the Supplier fails to deliver the Goods and/or Services by the acceptable date, or

15.3.2 the Supplier commits a material or persistent breach of the Purchase Order and (if such a breach is remediable) fails to remedy that breach within seven (7) days of receipt of notice in writing of the breach or

15.3.3 the Supplier has delivered Goods and/or Services that do not comply with the undertaking set out in these Conditions.

15.4 The Company shall be entitled to terminate the Purchase Order by notice in writing to the Supplier if the Supplier suspends or threatens to suspend, or ceases or threatens to cease to carry on, all or a substantial part of its business or suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts or has no reasonable prospect of so doing.

15.5 The Company shall be entitled to terminate the Purchase Order by notice in writing to the Supplier if the Supplier shall convene a meeting of its creditors or if a proposal under section 1 of the Insolvency Act for a voluntary arrangement within the latest Insolvency Act or a proposal for any other composition s scheme or arrangement with (or assignment for the benefit of) its creditors or if the Supplier shall be unable to pay its debts within the meaning of the latest Insolvency Act or if a trustee receiver, administrative receiver or similar officer is appointed in respect of all or any part of the business or assets of the Supplier or if a petition is presented or a meeting is convened for the purpose of considering a resolution of other steps are taken for the winding up of the Supplier or for the making of an administration order (otherwise than for the purpose of an amalgamation or reconstruction). In the event of the occurrence of any of the above, all goods or materials loaned or supplied to the Supplier in connection with the Purchase Order (whether worked or not), shall be returned to the Company. The exercise of the right of termination shall be without prejudice to any other right of action or remedy of the Company.

15.6 The Company shall be entitled to terminate the Purchase Order by notice in writing to the Supplier if any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in this Condition.

15.7 The Company shall be entitled to terminate the Purchase Order by notice in writing to the Supplier if in the opinion of the Company progress made in the execution of the Purchase Order is unsatisfactory and unlikely to lead to completion of the Purchase Order by the required delivery date(s) or if the Supplier is in breach of any fundamental condition of the Purchase Order. In such case the Company shall have the option to have the Purchase Order completed by a third party. If the aggregate price paid by the Company to the Supplier for work properly done by the Supplier to the date of termination and the price paid to have the work completed shall exceed that price the Company would pay to the Supplier if the Purchase Order has not be so terminated, then the Supplier shall not be entitled to payment, by way of compensation for such termination.

15.8 In respect of any breach of the Purchase Order by the Supplier and without limiting its other rights or remedies, the Company will have the right whether or not it has accepted the Goods and/or Services:

15.8.1 to reject the Goods and/or Services (in whole or in part) which are not in accordance with the Purchase Order, and/or which fail any Acceptance Testing stated in the Purchase Order at no further cost to the Company, whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense and/or

15.8.2 to refuse to accept any subsequent supply of the Goods and/or performance Services which the Supplier attempts to make;

15.8.3 to recover from the Supplier any costs incurred by the Company in obtaining substitute Goods and/or Services from a third party;

15.8.4 where the Company has paid in advance for Goods and/or Services, to have such sums refunded by the Supplier;

15.8.5 to require the Supplier to repair or replace the rejected Goods and/or Services, or to provide a full refund of the price of the rejected Goods and/or Services (if paid);

15.8.6 claim damages for any additional costs, loss or expenses incurred by the Company which are in any way attributable to the Supplier's failure to meet the requirements of the Purchase Order.

15.9 In any of the circumstances in these Conditions in which the Company may terminate the Purchase Order, where both Goods and Services are supplied, the Company may instead terminate part of the Purchase Order in respect of the Goods, or in respect of the Services, and the Purchase Order shall continue in respect of the remaining supply.

16 CONSEQUENCES OF TERMINATION

On termination of the Purchase Order or any part of it for any reason:

16.1 where the Goods and/or Services are under the Supplier's control the Supplier shall immediately deliver to the Company all deliverables, whether or not then complete, and return all the Company Materials. If the Supplier fails to do so, then the Company may without limiting its other rights or remedies enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Purchase Order;

16.2 the Company may take over from the Supplier, at a fair and reasonable price, to be agreed between the Parties, all unused and undamaged materials, bought out parts and components and goods in the course of manufacture in the possession of the Supplier at the expiration of the notice. The Supplier shall indemnify the Company against any commitments, liabilities or expenditure which would otherwise represent any unavoidable loss by the Supplier wholly by reason of the determination of the Purchase Order.

16.3 the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Purchase Order which existed at or before the date of termination; and Conditions which expressly or by implication have effect after termination shall continue in full force and effect.

16.4 These Conditions shall extend to any substituted or remedial services and/or repaired or replacement Goods and/or Services supplied by the Supplier. The Company's rights under the Purchase Order are in addition to its rights and remedies implied by statute and common law.

17. COPYRIGHT AND PROPERTY RIGHTS (IPR)

17.1 Where the Company has procured the whole or part of development activities then the IPR in that developed item shall become the property of and vest in the Company and the Supplier shall indemnify and hold harmless the Company against any and all claims by any third party in respect of any infringement relating to copyright and / or IPR claimed to relate to the developed item..

17.2 In respect of the Goods and any goods that are transferred to the Company as part of the Goods and/or Services under this Purchase Order, including without limitation the deliverables or any part of them, the Supplier warrants that it has full clear and unencumbered title to all such items, and that at the date of delivery of such items to the Company, it will have full and unrestricted rights to sell and transfer all such items to the Company.

17.3 The Supplier assigns to the Company, with full title guarantee and free from all third party rights, all patents, rights to inventions, utility models, copyright and related rights, trade-marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world in the products of the Goods and/or Services, including for the avoidance of doubt the deliverables.

17.4 The Supplier shall obtain waivers of all moral rights in the products of the Goods and/or Services, including for the avoidance of doubt the deliverables, to which any individual in law or may be at any future time entitled in any jurisdiction.

17.5 The Supplier shall, promptly at the Company's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as the Company may from time to time require for the purpose of securing for the Company the full benefit of the Purchase Order, including all right, title and interest in and to the intellectual property rights assigned to the Company in accordance with Condition 17.3

17.6 All the Company Materials are the exclusive property of the Company.

18. PUBLICITY

The Supplier shall not without the written consent of the Company make any announcement, statement or publication to the press or other public media relating to this Purchase Order, the Company or the Company's business and activities.

19 INDEMNITY, INSURANCE AND LIABILITY

19.1 The Supplier shall be responsible for and shall release and keep the Company, its servants and agents indemnified in full against all costs, expenses, damages and losses (whether direct or indirect), including any claim, demand, liabilities, interest, fines, legal and other professional fees and expenses whatsoever awarded against the Company or agreed or paid by the Company whether in contract tort or otherwise, including but without prejudice to the generality of the foregoing, liability for personal injury or death, damage to property and consequential losses incurred as a result of or arising from or in connection with or in relation to any act or omission, word, information , deed, defect in the Goods, (including breach and or negligence) of the Supplier its servants, sub-contractors or agents as a result of or in connection with the pursuance of the Purchase Order.

19.2 Any claims including any third party claims for including but not limited to infringement of any third party's intellectual property including letters patent or registered design trademark or trade name by reason of the use or sale of Goods supplied, or any information supplied by the Supplier to the Company or its nominee under this or any other contract and against all costs and damages which the Company may incur in any action for such infringement or for which the Company may become liable in such action.

19.3 For the duration of the Purchase Order and for a period of twelve (12) months thereafter the Supplier shall maintain in force with a reputable insurance company adequate Employers Public liability, Product liability and Professional indemnity insurance (in additional to any insurance required by law) to cover the liabilities that may arise under or in connection with the Purchase Order and shall, on the Company's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance. The Supplier shall provide evidence of insurance within 7 days of receipt of a written request by the Company.

This Condition 19 shall survive termination of the Purchase Order.

20. MARKING

The Company reserves the right without recourse to the Supplier to incorporate in or mark upon the Goods its Company Name or Logo.

21. CONFIDENTIALITY

21.1 Each party ("Receiving Party") shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party ("Disclosing Party"), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its Goods and/or Services which the Receiving Party may obtain.

21.2 The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Purchase Order, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party.

21.3 This obligation of confidentiality will remain in force beyond the expiry of Purchase Order.

21.4 This clause shall not apply to any documents or other materials and data or other information which are already in the public domain at the time when they are provided by either party, and shall cease to apply where either party is required by law to make a disclosure or if at any time the information becomes public knowledge through no fault of the other party.

21.5 Both parties undertake that any information, which is received from the other party in the provision of the Goods and/or Services, will only be used for the purposes of this Purchase Order.

21.6 Subject to clause 21.4 the Supplier shall not disclose or use or cause to be disclosed or used at any time during or subsequent to this Purchase Order, any confidential information provided by the Company to the Supplier including business financial or other affairs of the Company (or any Affiliate) or any information relating to the business, financial or other affairs of the Client.

21.7 All notes, computer disks and tapes, memoranda, correspondence, records, documents, reports and other tangible items provided by the Company (or Affiliate) used or held by the Supplier during the period of the Purchase Order which relate directly or indirectly to the business of the Company (or any Affiliate) shall be and remain the property of the Company (or any Affiliate). Upon termination or expiration of this Purchase Order, the Supplier shall promptly deliver to the Company all such tangible items which are in its possession or control and which either belong to the Company, or any Affiliate or contain confidential information, provided that the Supplier shall have the right to take copies of any such tangible items for its own records, subject to the confidentiality obligations set out in this clause.

22 SOFTWARE

Where software forms all or part of the requirement of the Purchase Order, the Supplier warrants that the Company has been provided with any condition of use or licence terms relating to such software prior to the Purchase Order date identified on the Purchase Order. In the event that such conditions or licence terms have not been provided the Supplier agrees to waive their application. The Supplier warrants that it is the owner of the copyright or other intellectual property in such software to be supplied or has a valid licence from the owner of the copyright or intellectual property to sell or sub-licence the software to the Company.

23 SEVERABILITY

If a court or any other competent authority finds that any provision (or part of any provision) of the Purchase Order is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Purchase Order shall not be affected. If any invalid, unenforceable or illegal provision of the Purchase Order would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable to the fullest extent permitted by law.

24 APPLICABLE LAW AND ARBITRATION

The Purchase Order, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

25 SURVIVAL OF CLAUSES

Clauses 3, 7, 12, 17, 18, 19, 21, 22, 24, 27, 28, 29, and 30 of this Purchase Order shall survive expiry or termination (howsoever arising) of this Purchase Order.

26. EXPORT AND IMPORT REGULATIONS

26.1 FOREIGN SUPPLIERS

In respect of the Goods the Supplier shall be responsible for ensuring compliance with its Government's export resolutions and any other country's export regulations, such as the US Government's export administration regulations, from where parts of the Goods originate and the Supplier upon receipt of any order placed indemnifies the Company against any costs of violation or breach of the said export regulations.

26.2 UK SUPPLIERS

In respect of the Goods the Supplier shall be responsible for ensuring compliance with other country's export regulations, such as the US Government's export administration regulations, from where parts of the Goods originate and the Supplier upon receipt of any order placed indemnifies the Company against any costs of violation or breach of the said export regulations.

26.3 FOREIGN SUPPLIERS NOT IN THE EUROPEAN COMMUNITY

If you are a Supplier from outside of the European Community whose Goods will eventually be consigned to a country outside of the European Community as detailed in the Purchase Order, Suppliers are to advise the following in writing, to the Company's representative,:

a) The anticipated delivery date of the shipment to a UK port or airport;

b) Flight/shipment details including reference to the Purchase Order;

c) The insurance agent who will be carrying out the transaction.

27. NO JOINT VENTURE, AGENCY OR EMPLOYMENT

This Purchase Order represents a contract for the supply of Goods and/or Services (which may include professional advice) by the Supplier to the Company and does not constitute or imply any other arrangement between the parties whether employment, partnership (whether or not as defined under the Partnership Act 1890 or joint venture. Nothing in these conditions or in any agreement entered into pursuant hereto shall constitute either party as the agent or representative of the other and no party shall be entitled to commit the other or others to any liability, relationship or arrangement, whether or not legally binding. Save for any liability incurred by the Company as a result of the breach by the Company or its Affiliates, the Supplier shall be liable for and shall release and indemnify the Company or its Affiliates against any claim whatsoever made against the Company or its Affiliates by any of the Supplier's employees, agents or subcontractors.

28. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a party to this Purchase Order has no right to enforce any term of this Purchase Order under the Contracts (Rights of Third Parties) Act 1999 and the parties to this Purchase Order do not intend that any third party rights are created by this Purchase Order but this does not affect any right or remedy of a third party which exists or is available apart from the Act.

29. WAIVER

Neither party shall be deemed to have waived any right under this Purchase Order unless such waiver is in writing and signed by such party and any such waiver by one party of a breach of any provision of this Purchase Order shall not be deemed to be a waiver of any subsequent or continuing breach of such provision or of the breach of any other provision of this Purchase Order by such party. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy. Unless specifically provided otherwise, rights arising under the Purchase Order are cumulative and do not exclude rights provided by law.

30. ENTIRE AGREEMENT

This Purchase Order supersedes all previous representations, statements, agreements and undertakings whether written or oral in connection with this Purchase Order. The Parties further agree that neither of them has placed any reliance whatsoever on any such representation, agreement, statement or understandings except those expressly incorporated in this Purchase Order.