SALE TERMS & CONDITIONS

1. INTRODUCTION

These conditions shall form part of every contract of sale entered into by Key Plant Automation LLC ("the Company") to the exclusion of all terms and conditions including any which the Customer may purport to impose. They may not be varied except in writing signed by an officer of the Company. No contract comes into force until the Company, having received the Customer's purchase order, issues a written acceptance to the Customer pursuant to these Conditions of Sale.

2. DEFINITIONS AND INTERPRETATION

(a) "Customer" means the person, firm or company buying or agreeing to buy the Goods and/or Services from the Company.

"Contract" means the contract for supply of Goods and/or Services and comprises the Company's written acknowledgement of the Customer's order.
"Goods" means any goods agreed in the Contract to be supplied to the Customer by the Company (including any part or parts of them).
"Input Material" means any documents, plans other materials or specifications and any data or other information provided by the Customer in whatever format relating to the Goods and/or Services
"Output Material" means any documents, plans or other materials or specifications and any date or other information provided by the Company in whatever format relating to the Goods and/or Services.
"Services" means (if applicable) any delivery, design, manufacture, advice or installation services provided by the Company or its sub-contractors.

(b) The headings in these Terms and Conditions are for convenience only shall not affect their construction.

(c) References to any statue or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statue or statutory provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

3. VALIDITY AND ACCEPTANCE

(a) Unless previously withdrawn, the Company's quotation is open for acceptance for the period stated, or if no period is stated, 30 days. All order (including those not based upon quotation) must be in writing or by email and are subject to the Company's acceptance in writing. The Customer must ensure that the terms of its order and any applicable Input Materials are complete and accurate.

(b) Any representations or warranties made or given by the Company or anyone on the Company's behalf prior to the Company's acceptance of an order and not contained in the Company's written quotation are hereby expressly excluded.

(c) All quotations are made subject to availability of the Goods or materials on receipt of the order.

4. SPECIFICATIONS

(a) All descriptive and shipping specifications, estimates, drawings and particulars of weights and dimensions supplied by the Company are approximate only and the descriptions and illustrations contained in its catalogues, price lists and other marketing materials are intended merely to present a general idea of the goods described therein, unless otherwise stated.

The Company reserves the right to change its marketing materials from time to time without notice to the Customer.

(b) The Company may correct any typographical or other errors or omissions in any marketing materials, quotation, written acknowledgement of the Customer's order, or other document relating to the provision of the Goods and/or Services without any liability to the Customer.

(c) Any advice or recommendation given by the Company or its employees or agents to the Customer or its employees or agents as to the storage, application or use of the Goods and/or Services which is not confirmed in writing by the Company is followed or acted upon entirely at the Customer's own risk, and accordingly the Company shall not be liable for any such advice or recommendation which is not so confirmed.

5. SERVICES

(a) Where the Company has undertaken to provide any Services to the Customer, the Company shall provide the Services subject to these Conditions. Any changes or additions to the Services must be agreed in writing by the Company and the Customer may be charged extra.

(b) The Customer shall at its own expense supply the Company with all necessary documents, plans or other materials, and all necessary data or other information relating to the Services, within sufficient time to enable the Company to provide the Services in accordance with the Contract. The Customer shall ensure the accuracy of all Input Material.

(c) The Customer shall at its own expense retain duplicate copies of all Input Materials and insure against its accidental loss or damage. The Company shall have no liability for any such loss or damage, however caused. All Output Material shall be at the sole risk of the Customer from the time of delivery to or to the order of the Customer.

(d) The Services shall be provided using reasonable care and skill and as far as reasonably possible in accordance with the Output Material, subject to these Conditions.

(e) The Company may at any time without notifying the Customer make any changes to the Services and Goods which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the Services and Goods.

(f) The property and any copyright or other intellectual property rights in:

(i) any Input Material shall belong to the Customer;

(ii) any Output Material shall, unless otherwise agreed in writing between the Customer and the Company, belong to the Company, subject only to the right of the Customer to use the Output Materials for the purposes of utilising the Services and/or Goods.

(g) The Customer warrants that any Input Material and its use by the Company for the purpose of providing the Services and/or Goods will not infringe the copyright or other rights of any third party, and the Customer shall indemnify the Company against any loss, damages, costs, expenses or other claims arising from any such infringement.

(h) The Company warrants that any Output Material and its use by the Customer for the purposes of utilising the Services and/or Goods will not infringe the copyright or other rights of any third party, and the Company shall indemnify the Customer against any loss, damages, costs, expenses or other claims arising from any such infringement.

(i) Where the Company supplies in connection with the provision of the Services, any Goods (including Output Material) supplied by a third party, the Company does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but shall, where possible, assign to the Customer the benefit of any warranty, guarantee or indemnity given by the person supplying the Goods to the Company.

(j) The Company shall have no liability to the Customer for any loss, damage, costs, expenses or other claims for compensation arising from any Input Material or instructions supplied by the Customer which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non arrival, or any other fault of the Customer.

(k) The Customer shall provide the Company or its sub-contractors or agents full and proper access to the Customer's site for the Company or its sub-contractors or agents to perform the

Services and shall not hinder said performance in any way.

6. SUBSTITUTION

In the event of a shortage of raw materials or component parts specified in the contract for use in the production of goods the Company shall be entitled to substitute such other materials as it shall consider reasonably fit for such purpose.

7. PRICES

(a) Except where agreed in writing to the contrary, all prices quoted by the Company exclude carriage from the warehouse which shall be charged in addition.

(b) All prices are subject to revision at any time (including after the Company has acknowledged the Customer's order) in the event of any increase in cost caused by circumstances beyond the Company's control and the Company reserves the right to charge such revised prices for Goods and/or Services affected by the increase and remaining to be delivered.

(c) The Customer shall be liable for extra charges required as a result of its instructions, lack of instructions, the inaccuracy of any Input Material or any other cause attributable to the Customer.

8. PAYMENT

(a) Unless otherwise agreed in writing, prices quoted are net of tax, which shall be payable in addition and:

(i) payment for Goods/ and or Services shall be made in accordance with the payment terms detailed in the quotation.
In the event of any delay in payment the Company shall be entitled the charge interest at 6% over Bank of England minimum lending rate from time to time, accruing on a daily basis until payment is made, whether before or after any judgment. During any such period of default and at any time when the Company shall have reasonable grounds for doubting that payment will be made on the due date the Company shall be entitled to withhold deliveries on all contracts with the Customer without prejudice to its right to payment for Goods and Services delivered and for work undertaken and expenses incurred in connection with undelivered Good and/or Services which shall become immediately due and payable on demand.

(b) The Buyer shall make all payment due under the Contract without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.

9. TERMINATION AND CANCELLATION

(a) Either party may (without limiting any other remedy) at any time terminate the Contract by giving written notice to the other if the other commits any material breach of these Conditions and (if capable of remedy) fails to remedy the breach within 30 days after being required by written notice to do so, or is the other goes into liquidation, or (in the case of an individual or firm) becomes bankrupt, makes a voluntary agreement with his or its creditors or has a receiver or administration appointed.

(b) No order for Goods or Services which has been accepted by the Company may be cancelled by the Customer except with the agreement in writing of the Company and on terms that the Customer shall indemnify the Company in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation.

10. DELIVERY DATES

Delivery dates are estimated only not guaranteed and are not of the essence. The Company will endeavour to meet the Customer's delivery requirements but shall not be liable for any loss or damage whether direct, indirect, consequential or otherwise (all of which terms include, without limitation, loss of profits, loss of business, depletion of goodwill and like loss) caused by the delay in delivery. Any liability of the Company for non-delivery of the Goods and/or Services shall be limited to replacing the Good and/or Services within a reasonable time or issuing a credit note at the pro-rata Contract rate against any invoice raised for such Good and/or Services.

11. TITLES

The Company shall retain title to Goods until payment is made in full in cleared funds in respect of all Contracts. This provision shall not prevent the Customer from selling the Goods for full consideration or embodying them in any construction or apparatus in the normal course of business but in such event (to the extent of its indebtedness to the Company in respect of Goods) it shall act as trustee for the Company of the proceeds of sale or contract price and shall at the Company's request assign the right to receive the same to the Company. The Company's failure to enforce such rights in any case shall not affect its right in any other case. Without prejudice to the above, until payment is made in full the Customer shall store the Goods (at no cost to the Company) separately from all other goods of the Customer or any third party in such a way that they remain readily identifiable as the Company's property and the Customer grants the Company and its agents an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Customer's right to possession has terminated, to recover them.

12. RISK

Risk in the Goods will transfer at the point designated by the current edition of incoterms at the time of ordering. The incoterm used will be mentioned in both quotation and order acceptance documents.

13. DELIVERY

(a) The Company may deliver the Goods and/or Services to the Customer's premises or may agree to deliver the Goods and/or Services direct to the site of any third party.

(b) Upon the Company notifying the Customer that the Goods are ready for collection or tendering delivery of the Goods the Customer shall agree to accept delivery of the Goods forthwith. If the Company has agreed to deliver the Goods and the Customer shall fail to give proper delivery instructions or to accept delivery as aforesaid is shall be liable for all costs incurred by the Company as a result of such failure (including without limitation storage and insurance) which shall become immediately due and payable on demand but such liability shall not affect its obligation to purchase the Goods or the right of the Company to damages for breach of such obligation.

(c) Where the Goods and/or Services are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Company to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Customer in respects of any one or more instalments shall not entitle the Customer to treat the Contract as a whole as repudiated.

14. DAMAGE TO GOODS IN TRANSIT

(a) The Company shall have no liability in respect of Goods lost or damaged in transit unless the Customer or its agent notes such loss or damage on the delivery receipt and gives notice thereof in writing to the Company and the carrier within three days of delivery or such shorter period as may be required by the carrier's conditions of carriage or in the case of a whole consignment failing to arrive give notice thereof in writing to the Company within three days of receipt of the Company's invoice or despatch note.

(b) The Company's liability in respect of Goods lost or damaged in transit shall be limited to repairing or replacing such Goods.

15. LIMITATION OF LIABILITY

(a) Except as expressly provided in these Conditions, the Company shall not be liable to the Customer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of the company, its servants or agents or otherwise) which arise out of or in connection with the provision of the Goods and/or Services or their use by the Customer, and the entire liability of the Company under or in connection with the Contract shall not exceed the amount of the Company's charges for the provision of the Goods and/or Services, except as expressly provided in these Conditions of Sale.

(b) Nothing is these Conditions of Sale will exclude or limit the Company's liability for death or personal injury caused by its negligence or for fraudulent misrepresentation.

16. INDEMNITY

Except insofar as any statute provides to the contrary, the Company shall not be responsible for any loss or damage suffered by any third party caused directly or indirectly by the Goods and/or Services whether as a result of any defect therein or otherwise and the Customer shall indemnify the Company from any claim arising from any such loss or damage.

17. THIRD PARTIES

(a) Where the Customer is selling on the Goods to others it agrees to pass to those others full and accurate information supplied by the Company concerning the Goods, including without limitation product information, specification, advice as to usage and details of all exclusions and limitations.

(b) The parties do not intend that any term of Contract will be enforceable by virtue of the Contracts (Rights if Third Parties) Act 1999 by any person that is not a party to it.

18. FORCE MAJEURE

The Company will not be liable for any loss or damage sustained by the Customer by reason of act of God, war, riot, fire, strike, lock-out, governmental control or regulation, abnormal weather conditions, accident, breakdown or any other circumstances beyond the Company's control.

19. GENERAL

(a) The Contract and any dispute 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 all respects in accordance with the Laws of England.

(b) The Customer agrees to submit to the exclusive jurisdiction of the English Courts, provided always that the Company may in its absolute discretion bring any claim, action or proceedings in any other legal jurisdiction.

(c) The Contract constitutes the entire agreement between the parties, supersedes any previous agreement or understanding and may not be varied except as stated herein. All other terms and conditions express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

(d) Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to the other party as its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

(e) The Customer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Company.

(f) The Company may at any time assign, transfer, charge, mortgage, subcontract, declare a trust of or deal in any other manner with all or any of its obligations under the Contract to any third party or agent.

(g) No Failure or delay by either party in excising any of its rights under the Contract shall be deemed to be a waiver if that right, and no wavier by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

(h) If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity if the other provisions of these Conditions and the remainder of the provision in questions shall not be affected.