

TERMS AND CONDITIONS

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1. DEFINITIONS

The following definitions shall apply to the following terms when used in these conditions:

"The Seller" means Technographic Displays Limited or any subsidiary or associate company of the Seller.

"The Goods" means the goods supplied by the Seller to the Purchaser.

"The Services" means the services supplied by the Seller to the Purchaser.

"The Purchaser" means the person to whom the Goods and/or the Services are supplied by the Seller and where the Purchaser is a company, any subsidiary or associate company of the Purchaser.

2. QUOTATIONS AND ACCEPTANCE

(a) Quotations are valid for 30 (thirty) days unless withdrawn and represent no obligation upon the Seller until the Seller accepts the Purchaser's order. (b) The Purchaser's order must be identified with an order number and must refer to any quotation issued by the Seller and must contain sufficient information to enable the Seller to proceed. (c) In the event of inconsistency between these conditions and the Purchaser's conditions, these conditions and any other specific terms imposed by the Seller shall prevail. No variation of these conditions or any other specific condition imposed by the Seller shall be binding upon the Seller or the Purchaser unless and until the variation has been accepted in writing by a duly authorised person on behalf of the Seller. This condition applies equally whether or not a variation is made before or after the conclusion of a contract of sale or supply between the Seller and the Purchaser. (d) These conditions shall also apply to any future oral or written contract for the supply of goods and/or services by the Seller to the Purchaser save to the extent that such conditions are in any such future contract specifically varied or excluded or are inconsistent with what is expressly agreed in any such future contract.

3. PRICE AND DELIVERY

(a) Prices do not include value added tax or any other applicable tax imposed upon the value of sales, which taxes shall where applicable be charged at the appropriate rate prevailing at the tax point for the sales in question. (b) Unless otherwise agreed delivery will be ex-works and the Goods shall be packed to the Seller's normal specification in non-returnable packaging and carriage will be arranged only at the request and at the expense of the Purchaser. Where applicable COD charges will be added to the price of the Goods. (c) The Seller does not accept any responsibility for any damages, shortages or loss in transit of Goods which are carried by an independent carrier PROVIDED THAT the Seller will use its best endeavours to assist the Purchaser in respect of proof of delivery of Goods to such carrier but undertakes no liability greater than this. In the Purchaser's own interests, the following rules are to be observed in the event of damage, shortage or non-delivery: (i) damage or shortage should be notified in writing both to the Seller and to the carrier within three days of receipt of Goods. (ii) in the case of non-delivery or total loss, notification should be given to both the Seller and to the carrier within ten days of the date of despatch. (d) Release documentation and certificates of conformity for items supplied from bonded stock will normally be provided free of charge, but the Seller reserves the right to make an appropriate charge. (e) Any delivery period quoted is an estimate only and will commence only from the date upon which the Seller acknowledges the Purchaser's order. Times quoted for the delivery of Goods and/or for the provision of Services are quoted in good faith but are intended as estimates only and are not therefore to be treated as being of the essence of the contract. Provided that the Seller takes all reasonable steps to deliver the Goods and/or to provide the Services at the times stated the Seller shall be under no liability for failure to do so. (f) The Seller reserves the right to deliver Goods ordered as one lot in more than one consignment and to invoice each consignment separately. Defects in Goods contained in one part consignment shall not entitle the Purchaser to reject any future consignments supplied under the same order and the liability to pay for each instalment unless otherwise specifically agreed in writing arises as though each consignment were supplied under a separate order.

4. TITLE AND RISK

(a) Risk in Goods supplied shall pass to the Purchaser upon delivery of the Goods to him or to any carrier or agent acting on his behalf in accordance with Condition 3 above or as otherwise specified in the Seller's acknowledgement of the Purchaser's order. (b) The Seller reserves title and the right of disposal in accordance with Section 19 of the Sales of Goods Act 1979 and retains all right and property to any Goods delivered to the Purchaser under any agreement for sale until either (i) the time of receipt by the Seller of (a) all sums payable in respect thereof (whether such sums are due on delivery or are the subject of any credit terms agreed or granted for any period thereafter) and (b) any sums due from the Purchaser to the Seller at the date of delivery on any other account, or (ii) if the Purchaser incorporates the Goods in other goods in the ordinary course of manufacture until the time of such incorporation whichever of these two times is the earlier. (c) Until such payment or any such incorporation the Purchaser to the Seller shall hold and store the Goods as bailee for and on behalf of the Seller and in such a place and way that the Goods are readily identifiable as the Seller's property and shall deliver them unto the Seller forthwith upon the Seller's request made at any time after delivery. Any such request by the Seller shall have the effect of bringing to an end the agreement for the sale of the Goods to the Purchaser (without prejudice to the Seller's rights to claim damages from the Purchaser for any breach of the agreement for the sale prior to such request). Prior to payment as aforesaid and prior to any such request as aforesaid: (i) the Purchaser shall be entitled to incorporate the Goods in other Goods in the ordinary course of manufacture but shall not otherwise have any right to use the Goods, (ii) the Purchaser shall indemnify the Seller against any loss or deterioration of the Goods and will keep them properly insured for not less than their contract value, and (iii) will not purport to pledge or charge the Goods or allow any lien to arise over them. (d) In the event that payment for the Goods is not made in strict conformity with the terms of payment contained in these conditions or in such other terms of payment as shall specifically agreed in writing between the parties, the Seller shall be entitled to repossess the Goods if he has parted with the possession and shall have an irrevocable free licence to enter into property belonging to the Purchaser or its agents for the purpose of recovering possession of the Goods.

5. PAYMENT

(a) Liability for payment shall arise on the delivery of the Goods to the Purchaser or such person as the Purchaser may direct and payment therefore shall be made not later than thirty days from the date of invoice unless otherwise specifically agreed in writing between the Seller and the Purchaser. Any discounts allowed to the Purchaser shall apply only where payment is so received. (b) Payment for the Services shall be made not later than thirty days after the date upon which the Services in question are supplied. (c) The Purchaser shall not be entitled to withhold payment of any sum or sums after the same become due by reason of any right of set off or counterclaim which the purchaser may have or allege to have or for any other reason whatsoever. (d) The Seller shall be entitled to charge interest at a rate of two percent per month in respect of any sum still outstanding from the date on which it becomes due for payment until the date it is received by the Seller. (e) The Seller reserves the right at any time to withdraw credit terms contained in paragraphs (a) and (b) of this clause and to substitute cash with order or cash on delivery terms if it considers it appropriate to do so. (f) The Seller reserves the right to suspend deliveries and/or to cancel any outstanding order or part order where payment for any part thereof is not received on the due date. (g) No cash or other discount will be allowed unless specifically agreed in writing between the Seller and the Purchaser. (h) It is a precondition of any claim against the Seller that the Purchaser shall have complied in full with the terms of payment and all other obligations under these conditions.

6. DESCRIPTION AND DATA

(a) The Goods will be supplied substantially as described but where the Seller is the designer and/or the manufacturer the Seller reserves the right to make design changes which, however, will not lower the performance criteria of the Goods nor affect their mechanical interchangeability nor increase the price thereof. Where the Seller is neither the designer nor the manufacturer Goods will be supplied to the manufacturer's current standard specification and finish from time to time. (b) The Seller shall make every effort to ensure the accuracy of the technical data or literature relating to the Goods but the Seller accepts no liability for any damage or injury (other than death or personal injury caused by its negligence) arising directly or indirectly from any error or omission in such technical data or literature.

7. STORAGE OF UNDELIVERED GOODS

If within fourteen days after notification by the Seller that the Goods are ready for despatch the Purchaser has not notified the Seller of its delivery instructions, the Seller shall be entitled to arrange storage either at its own premises or elsewhere upon the Purchasers behalf and at the Purchaser's risk and expense.

8. WARRANTY

(a) The guarantee and warranties contained in this condition 8 are in substitution for all other warranties conditions or other terms relating to the quality or condition of Goods sold or Services supplied to the Purchaser which conditions warranties and other terms are hereby specifically excluded and in particular but without prejudice to the generality of the foregoing the Seller shall have no liability for indirect or subsequential loss or damage, provided that nothing in this condition 8(a) shall operate so as to exclude or restrict any liability imposed by operation of the law upon the Seller for death or personal injury caused by the negligence of the Seller. (b) The Seller guarantees to refund the price of or (at its option) to repair free of charge any of the Goods which are established to its satisfaction within ninety days from the date of delivery to be defective owing to faulty design materials or workmanship PROVIDED THAT the Goods have not been modified or repaired other than by the Seller and have been operated, stored and maintained within the Seller's recommendations for use. In the case of Goods not manufactured by the Seller its liability for the compliance with the description quality and/or fitness for a particular purpose of the Goods shall in no circumstances extend beyond the liability to the Seller of the manufacturer of such Goods. In all cases Goods must be returned at the Purchaser's expense. (c) The Seller warrants that in the event of any defect in the Services being found within ninety days of the performance of the Services it will rectify and make good the fault in such workmanship free of charge. (d) The Seller will not operate the guarantee

contained in sub-clause (b) above in the case of distortion contamination or light fastness of plastic mouldings unless stored under the conditions and in the packaging recommended by the Seller. (e) The Purchaser shall inspect the Goods and notify the Seller of any defects or other non-conformity with description within 14 (fourteen) days from the date of delivery such notice to be in writing. In cases where defects are not apparent on delivery they shall be notified to the Seller in writing within 7 days of discovery. (f) The Goods shall not be considered defective for the purpose of these Conditions unless (i) they are not in accordance with the Purchaser's specification where there is an agreed specification, and (ii) if the Purchaser has no such specification or to the extent that the Purchaser's specification is silent as to any aspect of the design function performance tolerances quality or characteristics of the Goods, do not conform to the Seller's published information or if no such information has been published the Goods do not conform to the standards which the Seller considers normal or usual for products of the type sold at a similar price. The Seller is not in a position to ensure and shall be under no liability to ensure that the Purchaser's specification is correct and sufficient for the purposes intended by the Purchaser and it is the Purchaser's obligation to satisfy himself upon this point. (g) For the avoidance of doubt, drawings, specifications, photographs and other illustrations advertising matters and details in instruction books, catalogues and other publications supplied by the Seller represent goods of the general type referred to in the Seller's quotation and the same shall not form any part of the Contract between the Seller and the Purchaser nor shall they be treated as constituting a representation that goods of that type will be supplied.

9 . FORCE MAJEURE

The Seller shall have no liability in respect of any failure or delay by the Seller to deliver the Goods or to perform the Services or otherwise to perform any of its contractual obligations with the Purchaser insofar as any failure or delay is due to any cause outside the reasonable control of the Seller, and any such delay or failure to deliver such Goods or as the case may be to provide such Services shall not affect the obligation of the Purchaser to pay for the Goods already delivered and for Services already provided.

10. PRICE VARIATION

(a) The Seller reserves the right to increase the price of Goods or Services agreed to be supplied in proportion to any increase of costs to the Seller between the date of acceptance of the order and the date of delivery or performance (including but not by way of limitation those relating to exchange rates, labour, materials, transport and taxes) or where the increase is due to any act or default of the Purchaser including cancellation by the Purchaser of the part of any order. (b) Manufacturer's current list prices are always charged unless specifically negotiated the Seller reserves the right without notice to alter the price of Goods due to circumstances beyond the Seller's control and to correct errors and omissions. (c) Unless otherwise stated prices are for a single consignment to a single address. (d) Where the Purchaser requests items to be supplied with release certificates the Seller reserves the right to make any extra charge for providing such certificates. (e) Where agreed call-offs are not adhered to by the Purchaser the Seller reserves the right to amend the price structure in accordance with the quantities delivered.

11. PATENT RIGHTS

(a) The sale of any Goods and the publication of any information or technical data relating to such Goods does not imply freedom from patent or other protective rights and the Seller accepts no liability for infringement of such rights. (b) The Purchaser warrants that the designs and specifications supplied by it to the Seller will not involve the infringement of any patent registered design or other industrial property right in the manufacture and sale of the Goods. (c) In the event that the Goods are used for any purpose other than the purpose for which goods of the specification in question are normally used, the Seller shall have no responsibility for any infringement of any patent registered design or other industrial property rights which arises as the result of the use of the Goods for the particular purpose. (d) Accordingly the Purchaser undertakes to indemnify and keep indemnified the Seller against all royalties, claims, actions, demands, proceeding, losses and costs in connection with any infringement or alleged infringement of any patent registered design or other industrial property

right in the manufacture sale or application of the Goods arising out of or in connection with the matters described in paragraphs (a) and/or (b) above. (e) For the avoidance of doubt, nothing in clause 11 shall operate so as to prejudice the statutory undertakings as to title contained in Section 12 of the Sale of Goods Acts 1979.

12. SOFTWARE AND HARDWARE

Software and hardware made for the manufacture of the Goods and the copyright therein remain the property of the Seller notwithstanding that the Purchaser may have been debited with any sum in respect of their costs.

13. ENCLOSURES

The colour of any enclosures delivered by the Seller shall be subject to reasonable variations and the Purchaser shall not be entitled to reject samples which comply objectively with the Purchaser's specification on subjective or aesthetic grounds.

14. PURCHASERS ITEMS AND SITE

(a) Items supplied by the Purchaser for the Contract shall be of suitable quality and shall be provided free of charge in sufficient quantities and at the times required by the Seller. Any defect in items provided by the Purchaser shall not entitle the Purchaser to rescind the Contract, reject the Goods and make deductions from the Contract price, or claim damages in respect of such defect, and the Purchaser shall indemnify and keep indemnified the Seller from and against all actions, demands, claims, proceedings, losses or costs arising from the supply of defective items by the Purchaser. (b) In the event that the Seller agrees to install Goods and/or supply Services at the Purchaser's premises it shall be at the responsibility of the Purchaser to ensure that the site into which the Goods are to be installed and/or the Services supplied has been adequately prepared and to provide power and all other normal facilities to the Seller's employees or contractors for the purpose of installing such Goods and/or providing such Services. The Purchaser undertakes to ensure that the premises at which such work is to be performed complies with the Health and Safety at Works Act 1974 and with all other applicable requirements and that the appropriate safety instructions are given to the Seller's employees. (c) The Purchaser undertakes promptly to provide the Seller with such information or instructions as it requires to deliver the Goods or perform the Services. The Purchaser shall indemnify the Seller against any expense it may incur because of the Purchaser's failure to provide such information or instructions.

15. ORIGIN OF GOODS

The Seller makes no representation and gives no warranty in respect of the sources of origins of manufacture or production of Goods or any part thereof.

16. DOCUMENTS

The Seller will supply one invoice and one packing note for each consignment of Goods notwithstanding that the consignment may comprise more than one package.

17. CANCELLATION

Orders for Goods or Services may not be cancelled or suspended without the Seller's written consent.

18. EFFECT OF DEFAULT BY THE PURCHASER

(a) In the event that the Purchaser fails to make payment for the Goods and/or the Services in accordance with condition 4, fails to pay any other debts due and payable to the Seller, fails to take

delivery of any Goods or any other Goods supplied by the Seller (except in accordance with the Purchaser's contractual rights) or otherwise commits a breach of these conditions, the Seller may have in its absolute discretion and without prejudice to any other rights which it may have: (i) suspend all future delivery of Goods and/or future provision of Services to the Purchaser under the contract in question or under any other contracts, and/or terminate any such contract(s) without liability on its part, and (ii) require payment in advance of any future delivery of Goods and/or provision of Services. (b) The Seller shall have the same additional rights as those referred to in paragraphs (i) and (ii) of paragraph (a) of this condition 18 in the event that any distress or execution shall be levied upon any of the Purchaser's goods or if the Purchaser offers to make an arrangement with creditors or commits an act of bankruptcy or if any petition in bankruptcy presented against the Purchaser or being a limited company any resolution or petition to wind up the Purchaser shall be passed or presented or if a receiver manager or administrator shall be appointed for the whole or any part of the Purchaser's business and in such event all sums in respect of the Goods and/or Services shall become immediately payable as liquidated damages. (c) In addition to any right of lien which the Seller may have the Seller shall in any events described in paragraphs (a) and (b) above have a general lien over all the goods of the Purchaser then in possession of the Seller for the unpaid price of the Goods and/or the Services and any other goods sold or delivered by the Seller to the Purchaser under these conditions or any other contract. (d) In the event of the termination of the contract between the Seller and the Purchaser pursuant to subclause (a) and/or (b) of this clause 18, such determination shall take place without prejudice to any rights that may have accrued to the Seller or which may subsequently accrue to it, and without prejudice to any right which the Seller may have to terminate any such contract summarily whether with or without notice.

19. DRAWINGS AND INFORMATION

(a) The Purchaser acknowledges that all know-how contained in samples, models, products, designs, drawings, other documents and information furnished to it by the Seller relating to the Seller's products or their development or creation are strictly confidential and shall remain the property of the Seller. The Purchaser and its employees will not without prior written consent copy or disclose to a third party the same or any part thereof. (b) The copyright in drawings and information furnished to the Purchaser by the Seller is and shall remain the property of the Seller or its supplier and the Purchaser shall not without the prior written consent of the Seller and where appropriate that of the copyright owner alter such drawings and/or information or use them for any purpose other than for which they are provided. (c) The property in the drawings and documents furnished by the Seller to the Purchaser belongs to the Seller or as the case may be its supplier and such drawings shall be returned to the Seller forthwith upon request. (d) In the event that the Purchaser either upon or after making any enquiry of the Seller for the supply of the Goods and/or Services requests the Seller to prepare plans specification or drawings he shall thereby be deemed to have undertaken to pay such reasonable fees for the preparation of such drawings as the Seller in its discretion may impose if no order is subsequently placed. Nothing in this condition 19 (d) shall give the Purchaser the right to ownership or possession of any drawings so prepared or to the copyright therein. (e) All rights to intellectual property arising from any project undertaken by the seller for the purchaser shall be vested in and become the property of the seller.

20. INSTRUCTIONS FOR USE

The Purchaser hereby undertakes to comply with such instructions as may be used by the Seller from time to time concerning any safety precautions or other measures required to be taken in order to ensure that the Goods do not cause damage or injury to any person (including the Purchaser) or his property. In the event that such Goods are resold by the Purchaser he will bring to the notice of the Sub-Purchaser such instructions.

21. SUBCONTRACTING

The Seller reserves the right to sub-contract at its discretion any part of the work or the supply of any Goods for which the Seller provides a quotation.

22. VARIATION OF TERMS

These terms are subject to any express conditions written by the Seller on the face hereof.

23. GENERAL AND GOVERNING LAW

- (a) No waiver or forbearance by the Seller in enforcing any of its rights under the Contract for the sale of Goods or the provision of Services shall affect the entitlement of the Seller subsequently to exercise such right. (b) These conditions and any contracts subject thereto and any matter or thing arising in relation thereto shall be governed in all respects by the laws of England and shall be subject to the non-exclusive jurisdiction of the English Courts to whose jurisdiction the parties hereby submit. (c) Any notice required to be served pursuant to these Conditions shall be served as follows: (i) Notices to the Seller – to the Seller's address or such other address as the Seller may from time to time notify to the Purchaser. (ii) Notices to the Purchaser – To such address as the Purchaser may notify to the Seller or in default of notification to the address from which the Goods and/or the Services were ordered or if the Purchaser is a company at the option of the Seller to the Purchaser's registered office. A properly addressed notice sent by recorded delivery post to destinations in the United Kingdom of Great Britain and Northern Ireland be deemed to have been received three days after the date of its despatch. (d) The Purchaser shall at all times provide the Seller with an address in England where the Purchaser will accept service of proceedings. (e) The Purchaser may not assign or transfer any contract to which these conditions apply nor the benefit thereof to any person without the Seller's consent.

Agreed by:

Signed:

Date:

For and on behalf of: