

**SOLENTIM LTD**  
**TERMS AND CONDITIONS OF TENDER AND SALE**

- 1 Interpretation**  
**In these Conditions:**  
"Company" means Solentim Ltd, a company registered in England and Wales under number 07284911, whose registered office is at 6 Aerial Park, Wimborne, Dorset, BH21 7NL, UK.  
"Conditions" means the terms and conditions of sale set out in this document and any special terms and conditions that may be agreed in writing by the Company and attached in a written addendum to this document that is signed by both parties  
"Contract" means the contract for the purchase and sale of the Goods and or Services.  
"Customer" means the person or company who buys or agrees to buy the Goods and or Services from the Company as identified in the Quotation.  
"Goods" means the goods specified in the Quotation which the Company is to supply in accordance with the Terms and Conditions.  
"Intellectual Property Rights" shall have the meaning set forth in Section 12.1  
"Losses" shall have the meaning set forth in Section 14.1  
"Order Confirmation" shall have the meaning set forth in Section 3.4  
"Purchase Order" shall have the meaning set forth in Section 2.1  
"Purchase Price" shall have the meaning set forth in Section 5.1  
"Quotation" shall have the meaning set forth in Section 2.1  
"Services," means all advice given and services performed by the Company including but not limited to training, relocation of equipment, the provision of service instructions and technical support.  
"Taxes" shall have the meaning set forth in Section 5.2  
"Third Party Goods" shall have the meaning set forth in Section 8.1  
"Third Party Software" shall have the meaning set forth in Section 15.1
- 2 Terms of sale**  
2.1 The Company shall sell and the Customer shall purchase the Goods and or Services in accordance with any written proposal and quotation of the Company (the "Quotation") which is accepted by the Customer, or any written order of the Customer which is accepted by the Company, subject in either case to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions including, without limitation, the terms and conditions of any purchase order provided by the Customer (each, a "Purchase Order"). In the event of any conflict between these Conditions and the terms and conditions of any Quotation, these Conditions will control.  
2.2 The Company's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Company in writing. In entering into the Contract the Customer acknowledges that it does not rely on any such representations which are not so confirmed.  
2.3 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 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.  
2.4 Whilst every effort is made to ensure the accuracy of the descriptions, illustrations and material contained in any catalogues, price lists, brochures, leaflets or other descriptive matter of the Company, these represent the general nature of the items described therein and do not form part of the Contract nor amount to any representation or warranty by the Company. The Company reserves the right to modify the design of the Goods or the basis of the Service without notice.  
2.5 If the Company shall cease to manufacture any Goods ordered by the Customer it shall give notice of the fact in writing to the Customer (but shall not be liable for any loss or damage occasioned thereby to the Customer) whereupon the Customer will have the option to be exercised within twenty-one days of the date of such notice, either to take equivalent goods (if available from the Company) or to cancel its order without further liability upon the Company or the Customer.  
2.6 The failure of the Company to enforce its rights under the Contract at any time for any period of time shall not be construed as a waiver of any such rights.
- 3 Quotation and order**  
3.1 In the event that a written quotation or tender for Goods or Services is issued by the Company, such Quotation is provisional and may be altered to take account of any change taking place between the date of quotation and the Company's acceptance of the Customer's order and in any event the Quotation shall expire 30 days after the date of its issue unless otherwise agreed in writing by the Company. Any Quotation is given on the basis that no Contract shall come into existence until the Company despatches written Order Confirmation to the Customer.  
3.2 Any order from the Customer must be accompanied by:  
3.2.1 sufficient information about the Customer's requirements to enable the Company to proceed with the order and/or the provision of Services  
3.2.2 satisfactory evidence of any licence or consent (statutory or otherwise) required for the sale or delivery of the Goods and/or the provision of Services; and  
3.2.3 instructions as to the place date and time of delivery of Goods and/or the provision of Services required.  
3.3 The Company reserves the right (without prejudice to any other remedy) to cancel any uncompleted order or to suspend delivery in the event of any of the Customer's obligations to the Company not being met.  
3.4 No order, oral or written, placed by the Customer (or acceptance by the Customer of a Quotation from the Company) shall be deemed to be accepted by the Company until an order confirmation (the "Order Confirmation") is issued by the Company or (if earlier) the Company delivers the Goods to the Customer or starts to provide the Services.
- 4 Indemnities for Cancellation by Customer**  
4.1 No order 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 losses (including consequential loss), costs, damages, charges and expenses incurred by the Company as a result of cancellation.
- 5 Price**  
5.1 Unless otherwise agreed by the Company in writing, the price for the Goods shall be the price set out in the Order Confirmation (or, where no price is expressly specified in the Order Confirmation, in accordance with the Company's invoice).  
5.2 All prices quoted are business estimates only and are subject to revision at the absolute discretion of the Company if, as a result of the cancellation, alteration or rescheduling of order due to the Customer's instructions or lack of instruction, the Company incurs extra costs prior to the completion of the order, whether arising from increases in the cost of materials, labour, freight, duties or any change in the parity of exchange rate.  
5.3 Except as otherwise stated under the terms of any quotation of the Company, and/or unless otherwise agreed in writing between the Customer and the Company, all prices are given on an ex-works basis and shall be exclusive of any VAT, any other existing or future taxes, duties, levies or tariffs applicable to the Goods themselves or to the sale of the Goods, and all costs or charges in relation to packaging, loading, unloading, carriage and insurance, all of which amounts the Customer shall pay in addition when it is due to pay for the Goods.  
5.4 The Customer shall pay to the Company, all reasonable charges incurred in respect of the delivery of the Goods to the Customer including the charges for storage, forwarding and carriage pursuant to Section 6.2.  
5.5 Packaging materials provided with the Goods are to be disposed of by the Customer and are non-returnable
- 6 Delivery**  
6.1 While the Company will use all reasonable endeavours to avoid, and to give the Customer sufficient notice of, any delay in delivery on the notified delivery dates, failure to deliver by a specified date will not be sufficient cause for cancellation, nor will the Company be liable for any direct, indirect, consequential or economic loss or damage due to delay in delivery however caused. Where delivery is to be made by instalments, delay in delivering one instalment shall not entitle the Customer to refuse to accept the remaining instalments.  
6.2 Unless otherwise agreed in writing the Company's delivery terms are carriage including freight and insurance (CIF) at the applicable delivery location(s) specified in the Quotation or Purchase Order, as applicable. The Customer will be responsible for transit insurance and freight charges. The Company will prepay and invoice the Customer for transit insurance and freight. Payments of such invoice will be due within thirty (30) days after the date of such invoice. Risk of loss to all Goods will pass to Customer upon delivery by Company to the specified delivery location(s).  
6.3 Any damage to the Goods in transit or claims for shortage should be notified to the carrier and the Company promptly following receipt at the Customer's premises or port of entry as the case may be.  
6.4 The Customer shall not be entitled unreasonably to delay delivery or refuse to accept delivery. If the Customer fails to give the Company adequate instructions or fails to comply with the provisions of Condition relating to health and safety or fails to accept delivery of the Goods within a reasonable period after receiving notice from the company that they are ready for delivery, the Company may dispose of the Goods store them at the Customer's expense or otherwise deal with the Goods in any way it thinks fit. The risk of loss of or damage to the Goods (other than loss or damage caused by the negligence or default of the Company or its employees or agents) shall pass to the Customer at the end of such period.  
6.6 The Customer shall promptly notify the Company in writing in the event the Goods do not arrive within five working days of their anticipated receipt.  
6.7 The Customer warrants to the Company that the site where it intends to use or take delivery of the Goods or where Services are performed is licensed in accordance with any relevant local regulations and that equipment has been sterilised to the required level of safety for engineering requirements.  
6.8 The Customer shall ensure that; adequate and safe facilities and procedures exist at its premises and that the Company is properly notified in advance of any relevant regulations or statutory requirements that affect such premises; that the Company is notified in advance of any relevant national or international regulations consents or statutory requirements it has to comply with. The Customer shall comply with all relevant regulations and provide all necessary licences and certificates.  
6.9 Where the Company is to provide Goods or perform Services it is the duty of the Customer to ensure that the specification of the Goods purchased hereunder is suitable and safe for the intended use or environment of use; that the Goods are handled in a suitable and safe manner and are applied and installed in accordance with the Company's application and installation instructions; all relevant safety information relating to Goods or Services is passed on to the Company and to other users (including purchasers and users of other goods and equipment into which the products are incorporated).
- 7 Payment**  
7.1 Unless otherwise agreed in writing by the Company the following payment terms shall apply:  
(i) On acceptance of the Customer's order by the Company, the Customer shall pay 50% of the Purchase Price plus Taxes as a deposit;  
(ii) On delivery or within 7 days of notification by the Company that the Goods have been despatched, the Customer shall pay the remaining 50% of the Purchase Price plus Taxes.  
7.2 The Company is entitled to charge the Customer interest on any part of the Contract price not paid by the due date until full payment is made at the rate of 3% per annum  
7.3 In the event of late payment by the Customer the Company reserves the right to suspend deliveries and/or cancel or suspend any outstanding contractual obligations.  
7.4 The Customer shall have no right to set off any amounts owing to or alleged to be owing to it by the Company against unpaid invoices due to the Company.
- 8 Warranty and limitation of liability**  
8.1 Subject to the Customer's compliance with the Contract, the Goods and Software are warranted from the date of shipment to be free of defects in workmanship or materials under normal usage for a period of one year. All claims for breach of the foregoing warranty shall be deemed waived in the event the Customer fails to notify the Company of such breach in

	writing within such period. The foregoing warranty shall also be extended to any computers, printers, laptops or other third party accessories or other goods which may be provided by the Company along with the Goods but which are not manufactured by the Company (provided that Company has not customized the Goods for Customer) ("Third Party Goods"). The Company's sole liability and Customer's exclusive remedy for breach of the limited warranty for Goods, Third Party Goods and/or Software is limited to replacement or refund at the sole option of the Company.		
8.2	The Company warrants that all Services will be carried out with reasonable care and skill but the Company's sole liability for breach of this warranty shall be at its option to give credit for or reperform the Services in question. This warranty shall only extend for a period of thirty days after the completion of the Services.	10.3	Customer until the Company has received in cash or in cleared funds payment in full of the price of all Goods for which payment is due.
8.3	Nothing in the Contract shall confer any right upon the Customer to return the Goods or to refuse or delay payment for Goods and Services.	10.4	Until title to and property in the goods pass to the Customer, the Customer shall hold the Goods as the Company's fiduciary agent and bailee, and shall keep the Goods separate from those of the Customer and third parties and properly stored, protected and insured and identified as the Company's property, but the Customer shall be entitled to resell or use the Goods in the ordinary course of its business.
8.4	The above limited warranties in Sections 8.1 and 8.2 are given by the Company subject to the following conditions:	10.5	Until such time as the property in the Goods passes to the Customer (and provided the Goods are still in existence and have not been resold), the Company shall be entitled at any time to require the Customer to deliver up the Goods to the Company and, if the Customer fails to do so forthwith, to enter upon any premises of the Customer or any third party where the Goods are stored and repossess the Goods.
8.4.1	the Customer shall give written notice to the Company within seven days of the discovery of the defect. If the Customer does not notify the Company accordingly, the Customer shall not be entitled to reject the Goods, Third Party Goods and/or Software and the Company shall have no liability for such defect or failure, and the Customer shall be bound to pay the price as if the Goods had been delivered and/or the Services provided in accordance with the Contract.	11	The Customer shall not be entitled to pledge or in any way charge by way of any security for any indebtedness any of the Goods which remain the property of the Company but if the Customer does so all sums owing to the Company from the Customer shall (without prejudice to any other right or remedy of the Company) forthwith become due and payable.
8.4.2	the Company shall be under no liability in respect of any defect in the Goods, Third Party Goods and/or Software or their design arising from any drawing, design or specification supplied by the Customer;	11.1	<b>Termination</b> In the event that:
8.4.3	the Company shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Company's instructions (whether oral or in writing), misuse or alteration or repair of the Goods, Third Party Goods and/or Software without the Company's prior written approval;		(i) any sum payable under the Contract is not paid by the Customer within 7 days of its due date;
8.4.4	the Company shall be under no liability under the above warranties (or any other warranty, condition or guarantee) if the total price for the Goods and/or Services have not been paid by the due date for payment;		(ii) the Customer fails to remedy a breach which is capable of being remedied or persists in any breach of its obligations under the contract (other than the obligation to make payment) after having been notified in writing by the Company to remedy or desist from such breach, within a period of 30 days of such notice;
8.4.5	Except as otherwise provided in this Section 8, the above warranties does not extend to parts, materials or equipment not manufactured or supplied by the Company, in respect of which the Customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Company.		(iii) the Customer has any voluntary or involuntary petition in bankruptcy filed by or against it, enters into an assignment for the benefit of its creditors, or dissolves, liquidates or enters into a sale of all or substantially all of its assets, which condition is not remedied within 7 days of it being initiated, or the Customer is involved in any legal proceedings in which its insolvency is involved; or
8.4.6	The above warranties do not extend to any Third Party Software (defined in Section 14.1 below) which may be provided by the Company along with the Goods or Third Party Goods (e.g. Microsoft software included in a laptop or computer provided by the Company). Such Third Party Software is instead covered by such warranty as may be provided (if any) by the original software developer.		(iv) the Customer ceases or threatens to cease trade or if serious doubt arises as to the Customer's solvency or a petition to wind up the Customer is presented or an administrator or receiver appointed to any part of the Customer's business. (In the event of insolvency the Company's representatives will have the right to enter the premises of the Customer with such transportation as may be necessary and repossess any of the equipment to which it is entitled)
8.5	To the maximum extent permitted under applicable laws, the express warranties set forth in this contract are in lieu of all other warranties on the part of the company arising out of or in connection with or relating to the use and the performance of and the results generated by the Goods and Services. Except for the Express Warranties set forth in this Contract, the Company makes and the Customer receives no warranties, whether express, implied, or statutory, and the Company specifically disclaims any implied warranty or merchantability or fitness for a particular purpose.		the Company shall be entitled without prejudice to its other rights under these Conditions to suspend further performance of the Contract until the default has been made good or terminate the contract immediately upon notice. Notwithstanding such termination the Customer shall pay the Company for any Goods and/or Services supplied up to and including the date of termination.
8.6	Except in respect of death or personal injury caused by the Company's wilful misconduct or gross negligence, in no event shall either party be liable to the other party for any indirect, special, consequential, incidental, punitive, exemplary or other similar damages (including, but not limited to, any damages resulting from loss of use, loss of data, loss of profits, loss of savings or loss of business) arising out of or related to this contract, however caused and in any theory of liability, even if such party has been advised of the possibility of such damages. Except for damages caused by either party's wilful misconduct or gross negligence, in no event shall either party be liable to the other party for any amounts in excess of the total fees actually paid by the Customer under this contract.	12	<b>Intellectual Property</b>
9	<b>Force Majeure</b>	12.1	Except for the license rights set forth in Section 15 below, all patent, copyright, design, trade mark, trade secret or other industrial or intellectual property rights (collectively "Intellectual Property Rights") in the Goods and Software are and shall remain vested in the Company and/or its third party licensors and nothing in these Conditions shall be construed as granting to the Customer any licence rights not expressly stated in this Contract or other right of manufacture of the Goods. Customer shall not sell, license, sublicense, rent, lease or otherwise transfer or assign Software or Third Party Software to any third party.
9.1	The Company shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to the Goods or Services, if the delay or failure was due to any cause beyond the Company's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Company's reasonable control:	12.2	Where the Customer supplies designs drawings and specifications to the Company to enable it to manufacture non-standard or custom made Goods the Customer warrants that such manufacture will not infringe the intellectual property rights of any third party.
9.1.1	Act of God, explosion, natural catastrophe flood, tempest, fire or accident;	12.3	The Customer undertakes not to use any trademarks or trade names applied by the Company to the Goods nor to do or permit anything whereby the goodwill and reputation of such trademarks or trade names is prejudiced or damaged.
9.1.2	war or threat of war, blockade, sabotage, insurrection, riot, civil disturbance or requisition;	12.4	All Intellectual Property Rights in the Goods and Software and any information which the Company may provide to the Customer or its agents in relation to the Goods, Software and /or Services shall (as between the parties) at all times remain with the Company and the Customer will keep such materials and information confidential and will not imitate the Goods or Software or use them in any manner not permitted herein.
9.1.3	acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary port, international or local authority;	12.5	The Company represents and warrants that the Goods sold and the Software licensed hereunder, the use of such Goods by the Customer as contemplated under this Contract, and the use of such Software by Customer in the manner permitted under this Contract do not, to the best of its knowledge and belief, infringe on any Intellectual Property Rights of any third party.
9.1.4	import or export regulations or embargoes;	13	<b>Confidentiality</b>
9.1.5	strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Company or of a third party);	13.1	The Customer shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes, equipment, tools, drawings, designs or initiatives which are of a confidential nature and have been disclosed to the Customer by the Company, its employees, agents or sub-contractors and any other confidential information concerning the Company's business, its services or its products (or of third parties which the Company holds in confidence) which the Customer may obtain ("Confidential Information"). The Customer shall restrict disclosure of such Confidential Information to such of its employees, agents or sub-contractors as need to know the same for the purpose of discharging the Customer's obligations to the Company, and shall ensure that such employees, agents or sub-contractors are subject to obligations of confidentiality corresponding to those which bind the Customer.
9.1.6	difficulties in obtaining raw materials, labour, transportation, fuel, parts or machinery;	13.2	The obligations in clause 13.1 shall not apply, or shall cease to apply, to any part of the Confidential Information that the Customer can show to the reasonable satisfaction of the Company has become public knowledge (other than through the fault of the Customer or an employee or director of the Customer to whom it has been disclosed under clause 13.1 above); or was already known to the Customer prior to disclosure to it by the Company; or has been received from a third party who neither acquired it in confidence from the Company, nor owed the Company a duty of confidence in respect of it.
9.1.7	power failure or breakdown in machinery computer or other equipment failure.	14	<b>General Indemnities</b>
10	<b>Risk and title</b>	14.1	The Customer shall defend, hold harmless and indemnify the Company and its officers, directors, employees, and agents (the Company
10.1	Pursuant to Section 6, risk of damage to or loss of the Goods shall pass to the Customer at the time of delivery or, if the Customer wrongfully fails to take delivery of the Goods, the time when the Company has tendered delivery of the Goods.		
10.2	Notwithstanding delivery and the passing of risk in the Goods or any other provision of these Conditions, the property in the Goods shall not pass to the		

"Indemnitees") in respect of any claims, demands, costs, damages, settlements and liabilities (including all reasonable attorneys' fees and court costs) (collectively "Losses") which may arise out of or result from (i) any breach of the duty contained in any Condition relating to health and safety; (ii) any claim that the Specifications provided by Customer infringe the intellectual property rights of any third party; or (iii) any claim arising out of Customer's breach of this Contract.

14.2 The Company shall defend, hold harmless and indemnify the Customer and its officers, directors, employees, and agents (the "Customer Indemnitees") in respect of any Losses which may arise out of or result from any third party claim alleging that the Goods or Software infringe the Intellectual Property Rights of any third party; provided, however, that this indemnification is conditioned upon: (i) the Customer providing the Company with prompt written notice of any such claim; (ii) the Company having sole control and authority with respect to the defence or settlement of any such claim; and (iii) the Customer cooperating fully with the Company, at the Company's sole cost and expense, in the defence of any such claim. The Customer may participate in the defence of any claim through its own counsel, and at its own expense. Notwithstanding the foregoing, the Company shall not be obligated to indemnify the Customer Indemnitees for third-party claims that arise from: (i) any combination of Goods or Software with goods or software not supplied by the Company, where such infringement would not have occurred but for such combination; (ii) the adaptation or modification of the Goods or Software, where such infringement would not have occurred but for such adaptation or modification; (iii) the use of the Goods in any manner not contemplated under this Contract or the use of the Software in any manner not permitted under this Contract; or (iv) a claim based on Intellectual Property Rights owned by the Customer or any of its affiliates. In the event the Company is not required to indemnify the Customer for a claim pursuant to subsections (i), (ii), (iii) or (iv) above, the Customer agrees to indemnify, defend and hold harmless the Company Indemnitees from and against any Losses arising directly or indirectly out of such claims.

14.3 In the event that any Goods or Software are held in a suit or proceeding to infringe any Intellectual Property Rights of a third party and the use of such Goods or Software are enjoined, or the Company reasonably believes that such Goods or Software are likely to be found to infringe, or likely to be enjoined, the Company may, at its sole cost and expense, and at its option, either (i) procure for the Customer the right to continue using the applicable Goods and/or Software, (ii) modify such Goods and/or Software so that they become non-infringing or no longer constitute a misappropriation, without affecting the basic functionality of such Goods or Software, provided, however, that if (i) and (ii) are not practicable, the Company shall have the right, at its sole discretion, to repurchase the Goods or Software which the Customer purchased from the Company and which are unaltered and in saleable condition, at the price the Customer paid the Company for such Goods and/or Software.

14.4 In the event a claim is based partially on an indemnified claim described in Sections 14.1 or 14.2 above and partially on a non-indemnified claim, or is based on a claim indemnified by one party and partially on a claim indemnified by the other party pursuant to Sections 14.1 or 14.2 above, any payments and reasonable attorney fees incurred in connection with such claims are to be apportioned between the parties in accordance with the degree of cause attributable to each party.

#### 15 Computer Software Licence

15.1 In the event the Goods include any embedded computer software developed by the Company (the "Software"), the Customer and any users authorised by the Customer are hereby granted a non-exclusive, non-transferable fully paid-up right and license to use the Software only in connection with the Customers use of the Goods supplied by the Company and to make a single copy of the Software for back-up purposes. The term software does not include any software developed by a third party ("Third Party Software"), which is instead covered by such license as may be provided by the original software developer. The Software is supplied only in machine-readable object code form and is proprietary confidential information of the Company. No rights are granted under this Contract or otherwise to disassemble, decompile, produce humanly readable copies of, reverse engineer, modify or create any derivative works based upon the Software or in any manner to attempt to derive source code from the Software or the Goods (including chipsets and ROM therein). The foregoing licence will automatically terminate in the event that the Customer attempts to use the Software in any manner that is contrary to this Section 15. Except as otherwise provided herein, all other terms and conditions of the Contract shall apply to the licensed software.

#### 16 General

16.1 The Customer shall not advertise the Goods or exhibit the Goods at any show, display or exhibition other than on the Customer's own premises, or enter the Goods for an event without the Company's written approval first being obtained.

16.2 No waiver by the Company of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

16.3 If any provision of these Conditions is held by any court of competent jurisdiction to be invalid or unenforceable in whole or in part, that provision shall be deemed restated, to the extent permissible in accordance with applicable law, to reflect as nearly as possible the original intentions of both parties, and the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

16.3 The Contract shall be governed by the laws of England, and the Customer agrees to submit to the jurisdiction of the English courts.

16.4 Any notice to be given by either party to the other under these Conditions shall be in writing and served by hand or by sending the same by first class recorded delivery or registered post airmail to the address of the other party. Notice shall not be served by email or fax. Such notice shall be deemed to have been given on delivery, if delivered by messenger during normal business hours or on the second business day following mailing if posted in accordance with this condition.