

Part I Sale Terms

The following terms and conditions apply without exception to all sales of products by Combisafe International Limited ("Supplier") to Customer. The Customer is the company or other legal person placing the order on Supplier for purchase and/or rental of goods and services.

1. SOLE TERMS.

Supplier's sale is expressly limited to the terms herein and any additional or different terms or conditions on Customer's purchase order or any other instrument, agreement, or understanding are deemed to be material alterations and are rejected and not binding upon Supplier. Unless specified otherwise by Supplier, Supplier's acceptance of Customer's purchase order is expressly conditional upon Customer's assent to the terms and conditions contained herein in their entirety. Prior to placing its first order with Supplier, Customer must open an account with Supplier and, on request from Customer, Supplier will send to Customer the required forms for completion. Customer's acceptance of delivery from Supplier constitutes Customer's acceptance of these terms and conditions in their entirety. No order is binding until acceptance by the Supplier in writing.

2. QUOTE / PRICES.

Supplier may change the prices and specifications of all goods and services at its sole discretion and without any notice, with the exception that any Supplier's quotation is firm only if Customer enters an order within the time specified on the quote or, if none be mentioned, 15 days. Customer must request shipment of the entire quantity of goods ordered within 12 months from date of order. Otherwise, Supplier's standard prices at time of shipment may, at Supplier's option, apply to those quantities actually delivered, even if already invoiced. Unless specifically stated, prices do not include design, installation, start-up, commissioning or maintenance of any goods. All tooling, designs, drawings, and other intellectual property produced or delivered hereunder are owned by Supplier.

Supplier has no obligation to hold spares of any goods that it has ceased to produce or distribute but, if the goods are manufactured by Supplier, it will use reasonable endeavours to ensure that any goods that replace the discontinued goods are backwards compatible with them and, if requested by Customer prior to the date of product discontinuation, Supplier will permit Customer to buy such quantities of the discontinued goods as it may reasonably require.

3. PAYMENT.

Unless otherwise expressly agreed in writing, all payments are to be in pounds sterling and are due in Supplier's account within 30 days from date of invoice. Supplier at all times reserves the right to evaluate Customer's credit standing and if Customer fails to qualify for credit under Supplier's criteria, Supplier may modify or withdraw credit terms without notice and require guarantees, security or payment in advance for further deliveries of goods. If any invoice is unpaid 30 days after its due date for payment, unless Supplier has expressly granted an extension of time to pay no less than 10 days before the due date for payment, Supplier may, at its discretion:

- 1) immediately suspend all pending deliveries, without any prior written notice being necessary.
- 2) require immediate payment of all sums that are outstanding, regardless of the agreed method of payment.
- 3) charge interest on the unpaid amount at the rate of 4% above the base lending rate of Barclays Bank PLC applicable on the date that payment became due, calculated on the number of days between the due date for payment and the date payment is actually made.

In addition, Customer will pay all costs of collection on unpaid amounts, including attorneys' fees.

4. DELIVERY.

All delivery dates are estimates unless agreed otherwise by Supplier in writing. Delivery terms for goods are EXWORKS (Incoterms 2010) Supplier's facility with all risk of loss or damage to goods passing to Customer upon delivery to carrier. If Customer has not reported any claims for non-conformity visible on inspection within 7 days of delivery, all goods will be deemed delivered and accepted. Customer shall be liable for any delays or increased costs incurred by Supplier caused by or related to Customer's acts or omissions. Supplier may make deliveries under any order in one or more shipments. Title to the goods shall pass to Customer when it has paid the full price for the goods. While Supplier retains title to the goods, Customer (i) shall not transfer the goods from their usual storage location or modify or transform them without Supplier's prior written consent, (ii) shall comprehensively insure the goods for the benefit of Supplier, keep them free from all charges and security interest and give appropriate notice of reservation of ownership to third parties, and (iii) permit Supplier at any time to enter upon its premises or those of any third party where the goods are stored and repossess the goods.

5. TAXES.

The amount of any and all applicable taxes will be added to the price and paid by Customer, unless Customer has provided Supplier with exemption certificates acceptable to the taxing authorities.

6. FORCE MAJEURE.

Supplier is not liable for any delay in production or delivery of goods if due to a force majeure event, which includes, among other things, shortages or inability to obtain materials or components, obstacle to production or transportation not due to either party, accident in manufacturing capacities at the premises of either party, its suppliers or subcontractors, power shortage, delays or refusals to grant an export license or the suspension or revocation thereof, or any other acts of any government or other authorities that would limit Supplier's ability to perform, fire, earthquake, flood, severe weather conditions, or any other acts of God, quarantines, epidemics, pandemics, or other regional medical crises, labour strikes or lockouts, riots, strife, insurrection, civil disobedience, armed conflict, terrorism or war (or imminent threat of same), or any other cause whatsoever beyond Supplier's control. If the force majeure event continues for longer than 90 days, either party may terminate Customer's purchase order and Customer will pay Supplier for work performed prior to termination and all reasonable expenses incurred by Supplier as a result of such termination. In the event of delays in delivery or performance caused by force majeure or Customer, the date of delivery or performance shall be extended by the period of time Supplier is actually delayed or as mutually agreed. If, for reasons other than the foregoing, which would not be considered as an event of force majeure, Supplier should default or delay or not deliver goods, Customer's sole remedy against Supplier is an option to cancel Customer's purchase order, through prior written notice to Supplier.

7. TERMINATION.

No Customer purchase order may be terminated in all or part without Supplier's prior written consent. If Customer does not accept some or all of the goods delivered pursuant to a purchase order accepted by Purchaser, Customer will be liable for Supplier's losses, which may include (a) a price adjustment based on the quantity of goods delivered, (b) all costs, direct and indirect, incurred and committed for Customer's terminated purchase order, (c) the full cost of all unique materials or components required for customized goods, and (d) a pro-rata compensation covering the prorated expenses and anticipated profits of Supplier as evidenced in the financial breakdown that will be provided by Supplier and which will be binding on the Customer. Supplier may terminate Customer's purchase order in whole or in part upon Customer's breach of these terms and conditions or Customer's dissolution, amicable liquidation, ceasing of business or request for a postponement or restructuring of the debt, or also in case of Customer's bankruptcy, insolvency, or receivership proceedings.

8. INFRINGEMENT INDEMNIFICATION.

Supplier agrees to (i) defend or settle any claim, suit, or proceeding brought against Customer based solely upon a claim that any goods manufactured and provided solely by Supplier hereunder directly infringe any third party patent, copyright, or design, maskwork filed in the European Union and (ii) to pay costs and damages finally awarded to the third party, provided that: (A) Supplier is notified promptly in writing of such claim, (B) Supplier is provided sole control of such defence or settlement using counsel of Supplier's choice, and (C) Customer provides Supplier with all available information and assistance. Because Supplier has exclusive control over resolving infringement claims hereunder, in no event will Supplier be liable for Customer's attorneys' fees, if any. Supplier shall not be responsible for any settlement or compromise of any such third party claim made without Supplier's written consent. Supplier has no obligation and this Section 8 will not apply to any claim of infringement of any intellectual property right of a third party (i) by goods not in Supplier's catalogue and manufactured by Supplier or goods developed pursuant to Customer's direction, design, process, or specification, (ii) by the combination of any goods with other elements if such infringement could have been avoided but for such combination, (iii) by goods that have been modified if such infringement would have been avoided by the unmodified goods, (iv) by goods not used for their ordinary purpose, or (v) by software if such software is other than the latest version of the software released by Supplier. Customer agrees to defend, indemnify, and hold harmless Supplier from and against any claims, suits, or proceedings whatsoever arising from any of the aforementioned exclusions.

(c) At any time after a claim has been made or Supplier believes is likely to be made, or a court of competent jurisdiction enters an injunction from which no appeal can be taken, Supplier will have at its option the discretion to (i) procure for Customer the right to continue using such goods, (ii) replace or modify such goods, or (iii) accept the return of such goods and refund the purchase price less 20% annual depreciation from shipment date. The foregoing states Supplier's entire liability and Customer's exclusive remedy for any actual or alleged infringement of intellectual property rights.

9. WARRANTY.

Supplier warrants goods of its manufacture in accordance with its General Statement of Limited Warranty (document available on request).

10. LIMITATION OF LIABILITY.

(a) In no event shall Supplier be liable for (i) any indirect, incidental, consequential loss; (ii) any loss arising from business interruption; (iii) loss of profits; (iv) loss of revenue; (v) loss of use of any property or capital; (vi) loss of anticipated savings; or (vii) loss of data. Supplier shall not be liable for any loss or damage where that liability arises as a result of its knowledge (whether actual or otherwise) of the possibility of any such loss or damage.

(b) Supplier's liability in respect of any purchase order or otherwise under these terms and conditions shall in no case exceed the contract price of the specific goods or services that give rise to the claim.

(c) These exclusions and limitations on damages shall apply regardless of how the loss or damage may be caused and against any theory of liability, whether based in contract, tort, indemnity or otherwise. Customer hereby waives, and will furnish written evidence that its insurers waive, all rights of recourse and subrogation against Supplier and its insurers in respect of any claim, cost, loss or expense, for which Supplier would not be liable pursuant to the limitations and exclusions on liability in the preceding paragraphs of this section 11.

(d) Neither party seeks to exclude or restrict its liability for: (i) death or personal injury resulting from negligence; (ii) fraud; (iii) the terms implied by section 12 of the Sale of Goods Act 1979; or (iv) any matter in respect of which, by law, it is not permitted to restrict its liability.

(e) Customer shall indemnify Supplier against any claims, damages, losses, costs and expenses incurred by Supplier as a result of either claims made against Supplier by third parties arising out of the combination or use of the goods with any incompatible ancillary products that may be connected to the goods or any other matter for which Supplier would not be liable to Customer under these terms and conditions.

11. RECOMMENDATIONS.

Any recommendations (except those contained in the product user's manual) or assistance provided by Supplier concerning the use, design, application, or operation of the goods shall not be construed as representations or warranties of any kind, express or implied, and such information is accepted by Customer at Customer's own risk and without any obligation or liability to Supplier. It is the Customer's sole responsibility to determine the suitability of the goods for the use intended by the Customer. The failure by Supplier to make recommendations or provide assistance shall not give rise to any liability to Supplier.

12. CUSTOMER'S COMMITMENTS.

a) Customer will comply with all applicable laws, regulations, and ordinances of any governmental authority in any country having proper jurisdiction, including, without limitation, those laws of the United States or other countries that regulate the import or export of the goods provided by Supplier and shall obtain all necessary import/export licenses in connection with any subsequent import, export, re-export, transfer, and use of all goods, technology, and software purchased, licensed, and received from Supplier. Unless otherwise mutually agreed in writing, Customer agrees that it will not use the goods in connection with any activity involving nuclear fission or fusion, any use or handling of any nuclear material, or any nuclear, chemical, or biological weapons.

b) Goods and services delivered by Supplier hereunder will be produced and supplied in compliance with all applicable laws and regulations in the jurisdiction of Customer.

b) Customer confirms that, to the extent required by applicable regulations and best industry practice, it is trained in the use of the goods and will ensure that all goods are properly installed, maintained and used in accordance with rules applicable to the Products, Supplier's instructions, applicable health and safety rules and regulations, and Customer will indemnify Supplier in respect of any costs, claims, actions or liability arising out of the Customer not complying with the above, or otherwise arising out of the supply by Customer to third parties or use by others of the goods.

d) Customer may not use any of Supplier's or Supplier's affiliated companies' trademarks, tradenames, other marks and product names, without the express written approval of Supplier, and may not use or link to any of Supplier's domain names, websites or URLs, or those of Supplier's affiliates, without Supplier's prior written approval.

e) Customer shall maintain appropriate up-to-date and accurate records to enable the immediate recall of any of goods. These records shall include records of deliveries to customers (including details of batch numbers, delivery date, name and address of customer, and telephone number and fax or telex number if available). Customer shall give such assistance as Supplier shall require for the purpose of recalling as a matter of urgency any quantities of any goods.

13. PRECLUSION AGAINST SETOFF.

Customer may not suspend the payment of any amount due to Supplier, or offset any such amount against a debt due by Supplier to Customer or its affiliates, for any reason, including alleged defect of goods and/or late deliveries, without the prior written consent of Supplier. No deduction may be made on the payment due to Supplier. Any offsetting or deduction without prior written assent of Supplier shall be considered as a default in payment as set out in section 3.

14. RECYCLING

a) Prices do not include the costs of recycling goods covered by the European WEEE Directive 2002/96/EC or any other applicable regulations on recycling and such costs may be added to the prices quoted.

b) Customer shall comply with its obligations under the WEEE Directive 2002/96/EC as implemented in any local jurisdiction applying to the goods, in relation to the financing and organisation of the disposal of the waste electrical and electronic equipment. Customer will handle the collection of the goods and their recycling, in accordance with all country specific applicable laws and regulations, and shall ensure that the final user of the goods complies with its obligations under the Directive. The Customer shall indemnify Supplier in respect of any failure by Customer to comply with its obligations under this section 15.

15. APPLICABLE LAW.

English law will govern, excluding its provisions on conflict of laws. These terms and conditions are excluded from the United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor thereto. The English courts will have exclusive jurisdiction to adjudicate any dispute related to these terms and conditions.

16. INDEMNIFICATION.

Customer shall indemnify Supplier for all costs and damages, including attorneys' fees, suffered by Supplier as a result of Customer's actual or threatened breach of these terms and conditions.

17. MISCELLANEOUS.

The parties may exchange confidential information during the performance or fulfilment of any purchase order. All confidential information shall remain the property of the disclosing party and shall be kept confidential by the receiving party for a period of 10 years following the date of disclosure. These obligations shall not apply to information which the receiving party can show it is: (a) publicly known at the time of disclosure or becomes publicly known through no fault of recipient, (b) known to recipient at the time of disclosure through no wrongful act of recipient, (c) received by recipient from a third party without restrictions similar to those in this section, or (d) independently developed by recipient. Each party shall retain ownership of its confidential information, including without limitation all rights in patents, copyrights, trademarks and trade secrets. A recipient of confidential information may not disclose such confidential information without the prior written consent of the disclosing party, provided that Supplier may disclose confidential information to its affiliated companies, employees, officers, consultants, agents, and contractors.

These terms and conditions constitute the entire agreement of Supplier and Customer, superseding all prior agreements or understandings, written or oral, and cannot be amended except by a mutually executed writing.

Customer may not assign any rights or duties hereunder without Supplier's written prior consent. Supplier may subcontract its obligations hereunder without Customer's consent.

No representation, warranty, course of dealing, or trade usage not contained or expressly set forth herein will be binding on Supplier.

Headings and captions are for convenience of reference only and do not alter the meaning or interpretation of these terms and conditions.

No failure by Supplier to enforce at any time for any period the provisions hereof shall be construed as a waiver of such provision or of the right of Supplier to enforce thereafter each and every provision. If any provision herein is determined to be illegal, invalid, or unenforceable, the validity and enforceability of the remaining provisions shall not be affected and, in lieu of such provision, a provision as similar in terms as may be legal, valid, and enforceable shall be added hereto.

Provisions herein which by their very nature are intended to survive termination, cancellation, or completion of Customer's order after acceptance by Supplier shall survive such termination, cancellation, or completion.

All stenographic and clerical errors are subject to correction. These terms and conditions shall confer no benefit on any third party or the right to enforce any term or condition under the Contracts (Rights of Third Parties) Act 1999

Part II Hire Terms

These Hire Terms apply where Customer rents equipment from Supplier, **in addition to** the Terms and Conditions of Sale and Services, and take precedence over those terms in the event of inconsistency.

1. These Hire Terms apply throughout the period for which any equipment ("Hired Equipment") is hired (the "Hire Term") as specified in a quotation or order acceptance. The minimum Hire Term is 42 calendar days and the maximum Hire Term (unless Customer is an incorporated company) is 84 calendar days. A hire may not be cancelled during the minimum Hire Term, other than by Supplier due to breach of these Terms and Conditions by Customer. Customer's obligation to pay rental payments and to perform its other obligations under or with respect to each item of Hired Equipment shall be absolute, independent, irrevocable and unconditional and is not subject to any abatement, set-off, reduction, recoupment claim, defense, counterclaim or other right for any reason whatsoever, that Customer may have against Supplier or any other party.

2. As rental for the Hired Equipment, Customer shall pay to Supplier the rent ("Hire Rate") set forth in the quotation or order acceptance. All Hire Rates quoted in any quotation are fixed for six weeks from the date of delivery (subject to any increase in line with Supplier's price list in force from time to time; thereafter Supplier may increase the Hire Rate even though the Hire Term is longer than six weeks. The Hire Rate shall be paid in advance on a monthly basis, unless otherwise specified in any quotation or order acceptance. The initial Hire Rate payment shall be paid from and including the day of despatch of the Hired Equipment and shall be due on the same day of each month thereafter until the later of the expiration of the Hire Term and the day on which the Hired Equipment is returned in accordance with section 5 of these Hire Terms.

3. During the Hire Term, Customer shall (i) keep the Hired Equipment at the location in which they are installed and on request from Supplier shall notify Supplier of such locations; Supplier shall have the right to inspect the Hired Equipment at any time upon reasonable prior notice, (ii) diligently observe the proper handling, assembly, dismantling, storage, maintenance and cleaning of the Hired Equipment in accordance with instructions supplied and all applicable laws and regulations; (iii) ensure that the Hired Equipment shall not be used for any purpose for which it is not designed or reasonably suitable at any time during the Hire Term; the Customer warrants that it is aware of all such limits and requirements; (iv) carry out regular inspections of the Hired Equipment and make reports as required by law from time to time.

4. Title to the Hired Equipment shall remain with Supplier at all times and Customer shall have no right, title or interest therein, except as expressly set forth in these Terms and Conditions. Customer shall not sell, attempt to sell, dispose of the Hired Equipment or suffer or permit any charge, lien, hypothecation or encumbrance of any nature to attach to or affect the Hired Equipment. Customer shall bear all risk of loss or damage to Hired Equipment from any cause from date of shipment to Customer to their return to Supplier. Customer shall immediately notify Supplier of any damage to or destruction of any Hired Equipment. In the event of loss or damage, Customer shall, at Supplier's option and Customer's sole expense, be responsible for the cost of repairing the damaged Hired Equipment or compensating Supplier for the value of such damage or lost Hired Equipment.

5. At the end of each Hire Term (or any extension thereof), unless Customer purchases the Hired Equipment, Customer shall, at its sole cost and expense, return the Hired Equipment to Supplier at a location designated by Supplier clean and in good repair and condition, normal wear and tear excluded, loaded in a manner to facilitate forklift operation. If any Hired Equipment is not clean

and in good repair and condition, Supplier may clean, repair, service, replace, or overhaul the Hired Equipment to achieve such condition and upon demand Customer shall promptly reimburse Supplier for all amounts reasonably expended in connection with the foregoing.

6. In addition to the Hire Rate, Customer shall pay all other fees identified in the quotation or order acceptance.

7. Customer shall at all times during the Hire Term, at Customer's expense, maintain fire, theft and extended coverage and general public liability insurance on the Hired Equipment, and in connection with the operation of the Hired Equipment, in such amounts, against such risks, in such form and with such insurers as shall be reasonably satisfactory to Supplier. The amount of fire, theft and extended coverage insurance shall not be less than the full replacement value of the Hired Equipment. Each such insurance policy shall name Supplier as an additional insured and shall contain a clause requiring the insurer to give Supplier at least thirty (30) days prior written notice of any alteration in the terms of such policy or of the cancellation thereof. Customer shall provide Supplier with certificates of insurance setting forth the foregoing coverage.

8. In any of the circumstances specified in section 7 of the Sales Terms, Supplier may terminate the Hire Term before the end of its specified period and take possession of the Hired Equipment, without prejudice to its right to recover from Customer any sums due under these terms and conditions or damages for breach hereof.

Part III Installation Terms

These Installation Terms apply to installation services which Supplier has agreed with Customer that Supplier or Supplier's subcontractor will provide to Supplier in connection with equipment which Supplier has sold or rented to Customer. The installation services to be provided shall be specified on Supplier's quotation or Customer's order form as accepted by Supplier (the "Services"). These Installation Terms apply **in addition to** the Sales Terms and/or Hire Terms and take precedence over those terms in the event of inconsistency.

1. Supplier shall use reasonable endeavours to perform the Services at such time or times as are specified in the quotation, or in Customer's order as accepted by Supplier, but times stated for performance of the Services are estimates only. Supplier will notify Customer immediately that it becomes aware that it may be unable to perform the Services within the time specified and Supplier shall not be liable for any loss or damage suffered by Customer.

2. Supplier confirms that the Services will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with the installation instructions applicable to the relevant equipment and the reasonable instructions of Customer from time to time.

3. Customer shall procure that the premises and all arrangements required for Supplier to provide the Services are ready by the time scheduled for Supplier, its authorized agents and/or subcontractors to enter upon such premises and shall procure access to such parts of such premises as may be necessary to commence provision of the Services.

4. Supplier shall use all reasonable endeavours to ensure that its representatives and subcontractors comply with all reasonable safety and security regulations in force at the Customer's premises where the installation services are to be provided and which have been brought to the attention of Supplier and such representatives. Customer shall ensure a safe place of work for Customer and its representatives.

5. Customer shall obtain and retain any necessary licences, way-leaves or permissions, and shall pay any rent and expenses and be responsible for any damage that may be done to property or persons in the normal course of providing the Services such as attaching goods to walls.

6. Customer shall ensure that Supplier and its authorised representatives have full and free access to the equipment required to provide the Services, including all necessary equipment or scaffolding or other items required for access, and to any records of its use kept by Customer to enable Supplier to perform its duties.

7. Each installation made pursuant to these Installation Terms is warranted against faulty workmanship for the same period as applies to the installed goods. During this concurrently running period, Supplier will correct without charge any workmanship it finds to be faulty.

8. Where the Supplier has quoted its charges for the Services without having inspected the Customer's premises, Supplier shall be entitled to adjust its charges in line with its then standard charging policy to take account of the condition of and layout of the Customer's premises following Supplier's first physical inspection. Supplier shall notify the Customer of the adjusted charges, which shall be invoiced on the installation date.

9. If Supplier fails to provide the Services in accordance with these Installation Terms with reasonable care and skill then Supplier's sole responsibility shall be: (i) to re-perform the Services in question without charge to Customer; and (ii) to repair or rectify, without charge to Customer, any damage to the Equipment directly caused by the negligence of Supplier its employees or agents which could not reasonably have been avoided; and (iii) subject to section 11 of the Sales Terms, to be liable for any physical damage to the Customer's premises (including any fixtures or items therein) to the extent that the same was directly caused by the negligence of Supplier its employees and agents whilst providing the Services at the Customer's Premises and the same could not reasonably have been avoided. Customer acknowledges that it knows or should know the extent of the potential loss or damage which it might suffer in the case of any breach of contract, negligence or other breach of duty by Supplier (or persons for whom Supplier is responsible) and is therefore in the best position to insure against all risks in relation to such loss or damage.

10. Customer undertakes: (i) to give written notice to Supplier within a reasonable time and in any event within 30 days of any occurrence which might give rise to a claim by the Customer against Supplier under section 9 of these Installation Terms; (ii) to give to Supplier in writing full details of such occurrence as soon as the same can reasonably be ascertained; and (iii) to allow Supplier and its representatives every facility to investigate such occurrence. Failure by Customer to comply with these undertakings shall absolve Supplier from any liability in connection with such occurrence but is without prejudice to any right of Supplier in relation to any breach by Customer of any such undertakings.

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