

CTRFUTURE LIMITED TERMS OF SALE

1 THIS AGREEMENT

- 1.1 These Terms of Sale shall govern the sale of any goods, ("the Goods"), by CTRfuture Limited, ("CTRfuture"), to any person, firm or company ("the Client"). Unless otherwise agreed full details of the Goods to be supplied, (including details of the number, price and the anticipated delivery date of the Goods), shall be set out in a formal written order document, ("the Order"), submitted to CTRfuture by the Client.
- 1.2 Any price quotation given by CTRfuture in any Order shall be valid for acceptance for 6 weeks from the date of the Order.
- 1.3 Each Order shall constitute an offer from the Client capable of acceptance by CTRfuture for the supply of Goods pursuant to these Terms of Sale. CTRfuture shall not be contractually obliged to supply any Goods unless and until the Order has been formally accepted by CTRfuture. CTRfuture shall not be obliged to accept any Order.
- 1.4 Upon acceptance by CTRfuture, the Order and these Terms of Sale shall together constitute a legally binding agreement, ("this Agreement") between CTRfuture and the Client relating to the sale of the Goods.

2 REPRESENTATIONS BY CTRFUTURE

- 2.1 To the extent that the Goods are manufactured by CTRfuture, CTRfuture shall manufacture the Goods with reasonable due diligence, care and skill and shall not knowingly infringe any proprietary rights of any third party.
- 2.2 All drawings, dimensions, specifications, descriptions and illustrations contained in any description or sales literature relating to the Goods shall not form part of this Agreement unless expressly referred to in an Order accepted by CTRfuture.

3 REPRESENTATIONS BY THE CLIENT

- 3.1 The Client undertakes that, for the duration of CTRfuture's performance of its obligations under this Agreement:
 - 3.1.1 the Client's staff and contractors shall fully co-operate with CTRfuture;
 - 3.1.2 information supplied by the Client will be accurate and complete and reliance upon such information by CTRfuture or its personnel shall not constitute any infringement of any proprietary rights of any third party;
 - 3.1.3 the Client has the authority to purchase the Goods from CTRfuture.
- 3.2 The Client shall indemnify and keep indemnified CTRfuture and its personnel in respect of any and all claims, losses and expenses sustained as a result of CTRfuture's reliance on the Client's representations under this Clause 3.

4 PAYMENT TERMS

- 4.1 The price payable for the Goods shall be that set out in the accepted Order. If no price is specified then the price for the Goods set out in CTRfuture's then current price list shall apply to this Agreement.
- 4.2 Payment of all invoices shall be due 30 days from the date of issue. CTRfuture shall be entitled to charge interest on all overdue invoices at a rate of 3% per month until payment in full is received.
- 4.3 All sums referred to in this Clause 4 are exclusive of any applicable Value Added Tax which shall be payable in addition by the Client upon presentation by CTRfuture of an appropriate Value Added Tax invoice.
- 4.4 CTRfuture shall have the right, on written notice to the Client and no less than 15 business days before delivery of the Goods, to increase the price of the Goods to take account of any demonstrable increase in manufacturing or other costs to CTRfuture, (including but not limited to any increase in the cost of relevant components and/or materials).
- 4.5 CTRfuture reserves the right to suspend deliveries of the Goods until it has received the full price of the Goods in cleared funds from the Client, or to require the Client to enter into a letter of credit or other security for payment prior to delivering the Goods.

5 DELIVERY

- 5.1 Unless otherwise agreed in writing by the parties, delivery of the Goods shall be EXW (Incoterms 2000) CTRfuture's premises. Goods shall, unless otherwise agreed in writing by the parties, be packed in CTRfuture's normal specification packaging.
- 5.2 The Client acknowledges that any dates or times for delivery of Goods are estimates only. CTRfuture shall use its reasonable endeavours to adhere to such dates or times, but provided it uses such reasonable endeavours CTRfuture shall have no liability in the event of any delays in the delivery of the Goods. The time for supply or delivery of the Goods is not and shall not be made of the essence of this Agreement.

- 5.3 The Client shall be deemed to have accepted the Goods upon delivery in all cases other than when the Goods are damaged at the time of delivery and the Client notifies CTRfuture in writing of such damage within 5 days of the date of delivery in which case CTRfuture shall, at its sole option and as the Client's sole and exclusive remedy, replace or repair any such Goods or part thereof which are proved, to CTRfuture's satisfaction, to have been damaged at the time of delivery.
- 5.4 If the Client refuses or fails to take delivery of Goods tendered in accordance with this Agreement then, without prejudice to any other rights CTRfuture may have against the Client, for breach of contract or otherwise:
- 5.4.1 CTRfuture shall be entitled both to immediate payment in full for the Goods so tendered and either to effect delivery by whatever means it considers most appropriate or to store those Goods at the risk of the Client;
- 5.4.2 the Client shall, in addition to the Price, pay all costs of such storage and any additional costs incurred as a result of such refusal or failure;
- 5.4.3 CTRfuture shall be entitled, after the expiration of 1 month from the date upon which it first tendered the Goods for delivery, to dispose of the Goods in such manner as CTRfuture may determine and shall be under no duty to account to the Client for any of the proceeds of such disposal.
- 5.5 CTRfuture shall be entitled to deliver the Goods to be delivered under this Agreement in instalments, and any delay or failure on the part of CTRfuture to deliver any such instalment shall not entitle the Client to treat the entire Agreement as breached.

6 OWNERSHIP AND RISK

- 6.1 The ownership of the Goods shall, subject to the remainder of this Clause 6.1, pass to the Client upon full payment for the Goods. Where the Goods include software, and save to the extent that property in that software is owned by the Client, ownership of the software shall not pass to the Client.
- 6.2 Until such time as ownership of the Goods has passed to the Client:
- 6.2.1 CTRfuture shall be entitled to repossess at any time any of the Goods in which ownership remains vested in CTRfuture;
- 6.2.2 for the purpose specified in Clause 6.2.1 above, CTRfuture or any of its agents or authorised representatives shall be entitled at any time and without notice to enter upon any premises in which the Goods or any part thereof are installed, stored or kept, or are reasonably believed so to be;
- 6.2.3 CTRfuture shall be entitled to seek a court injunction or equivalent judicial order under the applicable law of this Agreement to prevent the Client from selling, transferring or otherwise disposing of the Goods.
- 6.3 Until such time as ownership of the Goods has passed to the Client, the Client shall, subject to CTRfuture's rights hereunder, keep the Goods separate from other Goods and hold the Goods as the CTRfuture's fiduciary agent.

7 INTELLECTUAL PROPERTY AND SOFTWARE

- 7.1 The provisions of this Clause 7 shall apply to the extent that the intellectual property embodied in the Goods is not owned by the Client.
- 7.2 The Client acknowledges that all intellectual property rights in the Goods are owned by or licensed to CTRfuture. Without prejudice to the transfer of ownership of the Goods in accordance with Clause 6 above, and subject to the following provisions of this Clause 7, nothing in this Agreement shall be treated as granting the Client any rights in any of the intellectual property rights, (including, but not limited to, copyrights and design rights), in the Goods or in CTRfuture's specifications or in any user documentation, manuals or any other technical information or materials, unless expressly stated otherwise.
- 7.3 CTRfuture grants to the Client a worldwide, non-transferable, non-exclusive licence, (with the right to sub-license to the Client's clients), to use the intellectual property rights in the Goods solely for the purposes of using the Goods.
- 7.4 Where the Goods comprise software, (whether in whole or in part), and the rights in such software are not owned by the Client the Client shall not and shall procure that its clients shall not, save to the extent permitted by law, reverse engineer, disassemble, decompile or translate such software, or otherwise attempt to derive the source code of such software. Such software is the confidential and proprietary information of CTRfuture or its licensors. Unauthorised reproduction or distribution may be subject to civil and criminal penalties. The Client shall take adequate steps to protect such software from unauthorised disclosure or use. CTRfuture reserves all rights in and to such software not expressly granted to the Client in this Agreement.
- 7.5 CTRfuture gives no warranty that the Goods do not infringe the patents, design right, copyright or other intellectual property rights of any person and to the maximum extent permitted by law CTRfuture accepts no liability in this regard. It is the responsibility of the Client to ensure any applicable intellectual property licences are obtained from third parties in order to possess and use the Goods.

8 WARRANTIES

- 8.1 NOTHING IN THIS AGREEMENT AFFECTS THE CLIENT'S STATUTORY RIGHTS IF THE CLIENT PURCHASES THE GOODS AS A CONSUMER.
- 8.2 CTRfuture warrants that its Goods, (excluding Goods which are prototypes), will for a period of 1 year from the date of delivery, ("the Warranty Period"):
- 8.2.1 be free from defects in work and materials; and
- 8.2.2 operate substantially in accordance with CTRfuture's relevant published specifications.
- 8.3 If CTRfuture is shown to be in breach of the warranties set out in Clause 8.2 above it shall, at its option and cost and, to the extent permitted by law, as the Client's sole remedy, repair or replace with the same or functionally similar Goods any defective Goods which are returned to the CTRfuture during the Warranty Period in accordance with this Agreement, subject to the following conditions:
- 8.3.1 the Client shall notify CTRfuture in writing of the defect CTRfuture within 5 days of discovery of such defect by the Client;
- 8.3.2 CTRfuture reserves the right to charge the Client on a time and materials basis at its then current rates if the Client's warranty claim is found to be invalid.
- 8.4 CTRfuture shall be under no liability for defects in the Goods caused by:
- 8.4.1 any conditions of use, operation, testing, storage and/or maintenance of the Goods by the Client which are not in keeping with generally accepted industry practices or which have not been recommended or authorised by CTRfuture;
- 8.4.2 any accident, wilful damage, abuse, misuse or neglect by the Client;
- 8.4.3 any improper installation, or any repair or alteration not approved by CTRfuture;
- 8.4.4 static discharge;
- 8.4.5 fair wear and tear;
- 8.4.6 any failure promptly to install a software upgrade provided by CTRfuture.
- 8.5 The warranties given in this Clause 8 shall, to the fullest extent permitted by the applicable law, apply in lieu of and to the exclusion of all other warranties, conditions or other terms, express or implied, statutory or otherwise, including without limitation any implied terms as to quality, merchantability, fitness for purpose or correspondence with description or sample.
- 8.6 Unless otherwise agreed in writing, the warranties given in this Clause 8 are for the benefit of the Client only and are not transferable. CTRfuture shall not be bound by any representations or warranties given by the Client to its own clients.

9 CONFIDENTIALITY

- 9.1 Each party to this Agreement agrees and undertakes that, during the term of this Agreement and thereafter, it will keep confidential and will not use for its own purposes nor without the prior written consent of the other party disclose to any third party any information of a confidential nature, (including trade secrets and information of commercial value), which may become known to that party from the other party unless such information is public knowledge or already known to that party at the time of disclosure or subsequently becomes public knowledge other than by breach of this Agreement or subsequently comes lawfully into the possession of that party from a third party.

10 EXCLUSION AND LIMITATION OF CTRFUTURE'S LIABILITY

- 10.1 CTRfuture's maximum aggregate liability under this Agreement shall not exceed the total price paid by the Client to CTRfuture pursuant to the Order in respect of which liability arose.
- 10.2 CTRfuture shall not in any circumstances be liable for any consequential, incidental, special, indirect or punitive damages or loss or for any loss of profits or other form of economic loss arising out of or in connection with this agreement or the use, possession, performance or non-performance of the Goods.
- 10.3 Nothing in this Agreement shall exclude or limit any liability for personal injury or death caused by the negligence or for fraud.

11 TERMINATION

- 11.1 Either party shall be entitled immediately to terminate this Agreement at any time, (without prejudice to the accrued rights of either party), in the event that the other party:
- 11.1.1 commits a material breach of its obligations and, in the case of a breach which is not persistent and is capable of remedy, has failed to remedy the breach within 30 working days of receipt of a notice identifying the breach and requiring its remedy;
- 11.1.2 has a receiver or administrative receiver appointed, passes a resolution for winding up, becomes subject to an administration order, enters into any voluntary arrangement with its creditors or anything equivalent to any of the foregoing occurs under any national or local law.

12 GENERAL

- 12.1 Neither party shall be liable for any failure to fulfil its obligations under this Agreement, (other than payment obligations), to the extent that such failure is caused by circumstances beyond its reasonable control.
- 12.2 The parties shall have the right to use one another's business names and/or trade marks to publicise the fact that they have a business relationship, (but not the details of this Agreement).
- 12.3 Nothing in this Agreement shall be deemed to constitute any agency, legal partnership arrangement or any employment relationship between the parties.
- 12.4 No forbearance or delay by either party in enforcing the provisions of this Agreement shall prejudice or restrict its rights, nor shall any waiver of rights operate as a waiver of any subsequent breach.
- 12.5 Any invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions which shall remain in full force and effect. If any provision of this Agreement found to be invalid or unenforceable would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modifications as may be necessary to make it valid.
- 12.6 A person who is not party to this agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
- 12.7 This Agreement shall be governed by and construed in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the courts of England.