

NEWMAN HATTERSLEY Ltd.

GENERAL TERMS AND CONDITIONS OF PURCHASE

1. Acceptance

By acknowledging receipts of this order (or by shipping the goods or performing the services called for by this order) Seller agrees to the terms and conditions of the sale contained in this order. Any additional or different terms or conditions contained in any acknowledgement of this order by the Seller shall be deemed objected to by the Buyer without need of further notice of objection and shall be of no effect nor in any circumstances binding upon Buyer unless accepted by Buyer in writing. Acceptance or rejection by Buyer of any such additional terms of conditions shall not constitute an acceptance of any other additional term or condition.

ORDER MUST BE ACKNOWLEDGED, USING DUPLICATE OF SELLER'S COPY, GIVING SHIPMENT DATE AND CONFIRMING PRICES.

2. Billing/Marking

(a) Buyer's order number, contract number and markings must be shown on all invoices, packages, shipping cases, bills of lading, express receipts and correspondence.

(b) Buyer's part number must appear on all packaging lists and invoices

3. Transportation

(a) The Seller must prepay freight or express charges when price is F.O.B destination.

(b) Seller must pay transportation charges both ways on rejected material.

(c) Parcel post shipments are at risk of Seller unless insured by him.

*Back orders will be accepted at the option of the buyer and only if shipped on freight prepaid basis.

4. Rejected material

All merchandise is accepted subject to hidden and concealed damage. Seller will be held responsible for any claim due to faulty material and/or workmanship and if merchandise is returned, transportation will be at seller's expense/

5. Inspection and Expediting

For purpose of inspection and expediting of the materials, equipment and apparatus covered by this order or work thereon, the Seller shall give the Buyer's representative free access to his work and provide for such access to the work of his subvendors, but any approval by such representative shall not relieve the Seller from his obligation to comply with the requirements of this order in every respect.

6. Cancellation

At any time the Buyer may cancel this order, in which event the Buyer shall pay the Seller the proportionate part of the agreed upon price representing the material and/or equipment previously delivered together with the amount of actual cost incurred in connection with the undelivered portion of the order. However, the Buyer shall not be liable for any claims for anticipated profits on the uncompleted portion of the material and/or equipment or the consequential damages.

7. Warranty

Seller expressly warrants that all the goods and services covered by this order shall conform to the specifications, drawings, samples or other description upon which this order is based, shall be fit and sufficient for the purpose intended, merchantable, of good material workmanship and free from defect and that goods and services of Seller's design will be free from defect in design. Inspection, test, acceptance or use of the goods furnished hereunder shall not affect Seller's obligation under this warranty, and such warranty shall survive inspection, test acceptance and use. This warranty shall run to Buyer, its successors, assigns and customers and the users of its products. Seller agrees to replace or correct defects in any goods or services not conforming to the foregoing warranty promptly without expense to Buyer when notified of such non-conformity by Buyer.