

INTEGRATION TECHNOLOGY LTD. GENERAL TERMS AND CONDITIONS OF SALE OF GOODS AND SERVICES

1. Contract

1.01 All contracts for the sale or supply of goods and/or services (other than to persons dealing with us as consumers) by Integration Technology Ltd. ("the Company") are made subject only to these terms and conditions and the other party ("the Purchaser") to all such contracts ("Contracts") hereby expressly accepts that these terms and conditions will govern relations between the Purchaser and the Company to the exclusion of all other terms, conditions, warranties, guarantees, stipulations and presentations, whether written or oral and express or implied (including any terms or conditions which the Purchaser purports to apply under any purchase order, confirmation order, specification or other document).

1.02 These terms and conditions constitute the entire agreement between the Purchaser and the Company in relation to the goods and/or services and supersede all earlier agreements, arrangements and understandings relating thereto. No additional terms, amendments or variations to these terms and conditions or any Contract will be binding on the Company unless agreed in writing by a director of the Company. The Purchaser acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in these terms and conditions. Nothing in this condition shall exclude or limit the Company's liability for fraudulent misrepresentation.

1.03 References in these terms and conditions to any enactment, act, order, regulation or similar instrument are to be construed as references to that enactment, act, order, regulation or instrument as amended by any later enactment, order, regulation or instrument or as contained in any later re-enactment of it.

1.04 The headings in these terms and conditions are for ease of reference only and do not affect their interpretation or construction.

2. Quotations and Prices

2.01 Each order or acceptance of a quotation for goods and/or services by the Purchaser from the Company shall be deemed to be an offer by the Purchaser to purchase goods and/or services subject to these terms and conditions. No order placed by the Purchaser shall be deemed to be accepted by the Company (and no Contract deemed to be formed) until a formal written acknowledgement of order is issued by the Company.

2.02 Prices are quoted in pounds sterling and are based on the cost of materials, labour, transport, transport duties and levies, currency exchange rates and statutory obligations as applicable at the date of the quotation. If before delivery of any of the goods or services there occurs any increase in any such costs, the Company will notify the Purchaser thereof, and the price payable in respect of such goods or services under the Contract shall be increased by a reasonable amount to take account of any such increase.

2.03 All quotations are given on the basis that no contract shall come into existence until the Company despatches a formal written acknowledgement of order to the Purchaser and are valid for a period of thirty days only from their respective date. All quotations are given without commitment and the Company shall be entitled to withdraw or amend any quotation at any time.

2.04 The quantity, description and price of the goods and/or services shall be as stated in the Company's quotation (or where different, in the Company's acknowledgement of order), except that any extra costs incurred by the Company on account of delays, interruptions or suspensions due to the Purchaser's instructions or lack of instructions shall be added to and included in the Contract price, as shall any sums calculated in accordance with condition 2.02. The Purchaser shall pay such Contract price to the Company in accordance with the condition 3.

2.05 Unless otherwise stated by the Company, the Contract price for the goods and/or services shall be exclusive of any value added, sales, excise, or similar taxes, customs duties and all costs and charges in relation to packing, loading, unloading, carriage and insurance, which shall be paid for by the Purchaser.

2.06 If the Purchaser is required by law or regulation to make any deduction or withholding on account of tax or otherwise on any sum payable under the Contract, unless the Company agrees otherwise, the amount payable to the Company by the Purchaser will be increased by the amount of that deduction or withholding to ensure that the Company receives a sum equal to the amount to be paid under the Contract. So far as the Purchaser is required by law or regulation to make any deduction or withholding on account of tax or otherwise, the Purchaser must co-operate with the Company in all respects necessary to allow the Company to take advantage of any double taxation agreements that may be available.

3. Payment

The terms of payment are:

3.01 Payment is due in pounds sterling and must be made in accordance with the Company's quotation.

3.02 Punctual payment is of the essence to the Contract. No payment shall be deemed to have been received until the Company has received cleared funds in full.

3.03 The Purchaser shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.

3.04 Non payment on or before the due date (time being of the essence) shall entitle the Company, without prejudice to any other rights that the Company may have, to suspend the provision of services and/or, repossess the goods and the Purchaser shall in this respect grant the Company all necessary access pursuant to condition 8.05 and shall also indemnify the Company against all loss and expenses incurred by the Company as a result of the Purchaser's failure to pay in due time.

3.05 All payments payable to the Company under the Contract shall become due immediately on its termination, notwithstanding any other provision of these terms and conditions.

3.06 If the Purchaser fails to pay the Company any sum due pursuant to the Contract, the Purchaser shall be liable to pay interest to the Company on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of HSBC Bank plc, accruing on a daily basis until payment is made, whether before or after any judgment. As an alternative, the Company also reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

4. Testing

4.01 If the Purchaser requests tests in respect of goods and/or services which are reasonable and beyond the Company's standard practice, and the Company agrees to provide such tests, an extra charge of a reasonable amount will be payable by the Purchaser in respect thereof. Deemed acceptance in respect of such goods and/or services shall be in accordance with condition 11.04.

5. Modifications and Intellectual Property Rights.

5.01 The Company may (without notifying the Purchaser) change, amend or modify any goods or services where necessary to comply with any statutory or regulatory requirement or in any way that does not materially affect their quality.

5.02 All samples, drawings, illustrations, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues, brochures, price lists and other advertising materials are issued or published for the sole purpose of giving an approximate idea of the goods and/or services described therein. They shall not form part of the Contract and the Contract does not constitute a sale by sample.

5.03 As between the Purchaser and the Company, the Company will retain sole and exclusive ownership of all intellectual property rights subsisting in the goods, services and all documents supplied or produced by it. Other than as expressly set out in any user manual accompanying the goods, neither the Purchaser nor any agent, contractor or other person, firm or company shall enjoy

any rights in any such intellectual property rights, or at any time make use of any such intellectual property rights without the prior written consent of the Company.

5.04 The Purchaser shall not copy, replace, modify, adapt, decompile, deconstruct or disassemble any goods (or component thereof) for any reason or purpose, nor authorise or permit any other person to do so, without the Company's prior written consent.

5.05 Unless expressly set out in any user manual accompanying the goods, the Purchaser shall not integrate, imbed, combine or incorporate any goods (or component thereof) in any other product for any reason or purpose, nor authorise or permit any other person to do so, without the Company's prior written consent.

5.06 All materials, equipment, tools, facilities, systems, information and data provided by the Company to the Purchaser shall at all times be and remain the exclusive property of the Company. Such items shall be held by the Purchaser in safe custody at its own risk and maintained and kept in good condition by the Purchaser until returned to the Company on demand and shall not be used, disclosed or disposed of other than in accordance with the Company's written instructions.

6. Force Majeure

6.01 The Company will not be liable for any delay in performing or failure to perform its obligations under the Contract caused by circumstances beyond its reasonable control including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, and under such circumstances, the Company shall be entitled at its option (to be notified to the Purchaser in writing) either to cancel the Contract whereupon it will be relieved of all liability to the Purchaser, or to extend the time of the performance of its obligations by a period equivalent to that during which performance by the Company has been reasonably prevented by any circumstances herein referred to.

7. Cancellation

7.01 If (1) the Purchaser is in breach of its obligations under the Contract (including without limitation any obligation to pay); or (2) the Purchaser has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Purchaser or notice of intention to appoint an administrator is given by the Purchaser or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Purchaser or for the granting of an administration order in respect of the Purchaser, or any proceedings are commenced relating to the insolvency or possible insolvency of the Purchaser; or (3) the Purchaser suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under the Contract or any other contract between the Company and the Purchaser, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Purchaser ceases to trade; or (4) the Purchaser encumbers or in any way charges any of the goods; or (5) if any similar process to any of the above is commenced in any jurisdiction or; (6) if the Purchaser ceases to carry on business, then (without prejudice to the other remedies of the Company) in any of such cases the Company shall have the right within a reasonable time of its learning of such occurrence and with immediate effect to terminate the Contract and cancel any outstanding delivery of goods and/or services and to stop any goods in transit and, notwithstanding any other provisions, payment in respect of any delivery of goods or services already made shall become immediately due.

7.02 The Company reserves the right to cancel any orders received from or suspend the delivery of any goods or services to the Purchaser if the Company is reasonably of the opinion that the Purchaser is not in a position to meet its commitments to the Company under the Contract.

7.03 Except in the case of a Contract where the Company is in material default, the cancellation or suspension of any order for goods or services by the Purchaser shall not be effective without the prior written consent of the Company and shall be subject to the payment to the Company of such sums as the Company shall consider reasonable in respect of work done or materials supplied or offered in executing the cancelled or suspended order.

7.04 The expiry or termination of the Contract will not affect any accrued rights or liabilities of the parties, nor will it affect the coming into force or the continuance in force of any provision of the Contract that is expressly, or by implication, intended to come into or to continue in force on or after termination.

8. Passing of Title

8.01 Title in the goods shall not pass to the Purchaser until they have been delivered to the Purchaser and the Company has received in full (in cash or cleared funds) all sums due to it under the Contract and all other sums which are or which become due to the Company from the Purchaser on any account.

8.02 Until ownership of the goods has passed to the Purchaser, the Purchaser shall: (1) hold the goods on a fiduciary basis as the Company's bailee; (2) store the goods (at no cost to the Company) separately from all other goods of the Purchaser or any third party in such a way that they remain readily identifiable as the Company's property; (3) not destroy, deface or obscure any identifying mark or packing on or relating to the goods; and (4) maintain the goods in good condition and keep them insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company. On request by the Company, the Purchaser shall produce the policy of insurance to the Company.

8.03 The Purchaser's right to possession of the goods shall terminate immediately if the Purchaser undergoes any of the events set out in condition 7.01 or the Company terminates the Contract, before the Company has received payment in full under the Contract.

8.04 The Company shall be entitled to recover payment for the goods notwithstanding that ownership of any of the goods has not passed from the Company.

8.05 The Purchaser grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the goods are or may be stored in order to inspect them, or where the Purchaser's right to possession has terminated, to retake possession of them, without prejudice to any other remedies.

8.06 On termination of the Contract, howsoever caused, the Company's rights contained in this condition 8 shall remain in full force and effect.

9. Risk

9.01 Risk in the goods shall pass to the Purchaser on delivery in accordance with these terms and conditions.

10. Delivery

10.01 Unless otherwise agreed in writing by the Company, delivery of goods shall take place at the Company's place of business (ex-works) as soon as the Company is in a position to do so.

10.02 Any date or period specified by the Company for delivery is intended to be an estimate only. The Purchaser will not be entitled to terminate the Contract solely because the delivery of any service or goods is delayed, even if it has given notice to the Company requiring delivery by a specific date, and subject to the other provisions of these terms and conditions, the Company shall not be

	liable for any direct, indirect or consequential loss (including without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of goods and/or services (even if caused by the Company's negligence). Time for delivery shall not be of the essence.	12.10	Any goods replaced under condition 12.03 shall belong to the Company and any repaired or replacement goods shall be guaranteed on these terms for the unexpired portion of the 12-month warranty period
10.03	The Company shall use reasonable endeavours to inform the Purchaser (or its nominated agent) when the goods are ready for delivery. The Purchaser (or its nominated agent) shall take delivery of the goods within seven days of the Company giving it notice that the goods are ready for delivery. The Purchaser (or its nominated agent) shall provide adequate and appropriate equipment and manual labour for taking delivery of the goods.	13 13.01	Limitation of Liability Subject to condition 10 and condition 12, the following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Purchaser in respect of: (a) any breach of these terms and conditions; (b) any use made or resale by the Purchaser of any of the goods, or of any product incorporating any of the goods; and (c) any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
10.04	In the cases of goods to be exported from the United Kingdom, the Purchaser will obtain, at its risk and expense, any export and import licences or other authorisations necessary for the export and import of the goods and their transit through any country or territory, will deal with all customs formalities necessary for their export, import and transit, and will bear the costs of complying with those formalities, and all duties, taxes and other charges payable on export or import.	13.02	Nothing in these conditions excludes or limits the liability of the Company: (a) for death or personal injury caused by the Company's negligence; or (b) for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or (c) for fraud or fraudulent misrepresentation.
10.05	Where an order is in respect of a number of goods (whether the same or different) the Company reserves the right to deliver all or any number thereof as soon as they are ready for delivery. The quantity of any consignment of goods as recorded by the Company on despatch shall be conclusive evidence of the quantity received by the Purchaser on delivery unless the Purchaser can provide conclusive evidence to the contrary.	13.03	Subject to condition 13.02: (a) the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract price; and (b) the Company shall not be liable to the Purchaser for loss of or damage to or corruption of data; loss of use of software, data or systems; loss of profits; loss of business; loss of anticipated savings; loss of revenues; loss of opportunity; loss of goodwill, or loss of reputation whether, in each case, direct or indirect and whether or not the type of loss was foreseen or reasonably foreseeable. Moreover the Company will not be liable for any indirect loss or damage.
10.06	If for any reason the Purchaser fails to accept delivery of any goods when they are ready for delivery, or the Company is unable to deliver the goods on time because the Purchaser has not provided appropriate instructions, documents, licences or authorisations, risk in the goods shall pass to the Purchaser (including for loss or damage caused by the Company's negligence), the goods shall be deemed to have been delivered, and the Company may store the goods until delivery, whereupon the Purchaser shall be liable for all related costs and expenses (including, without limitation, storage and insurance).	14. 14.01	Suitability The Purchaser shall be responsible for ascertaining whether the goods and/or services ordered by it under the Contract are sufficient and suitable for its purposes.
10.07	The Purchaser will inspect the goods within seven days after delivery and will notify the Company in writing of any defects or shortages. The goods will be deemed to have been accepted by the Purchaser if no notice of rejection is given to the Company within that seven-day period.	15. 15.01	Notices All notices to be given under the Contract must be in writing and be sent to the last known address or fax number of the intended recipient (or in the case of a company to its registered office or to its principal place of business for the time being), or any other address or fax number which the intended recipient may designate by notice given in accordance with this condition 15. Any notice may be delivered personally (including by courier), or sent by first class pre-paid letter or by fax and will be deemed to have been served: if by hand, when delivered; if by first class post, 48 hours after posting; and if by fax, when despatched, provided the sender holds written confirmation automatically produced by the sender's fax machine of error free and complete transmission of that fax to the intended recipient's fax number.
11. 11.01	Installation Services The Purchaser undertakes to provide the Company with full cooperation and continuous and uninterrupted access to the premises and machinery in which the goods are to be installed or the services supplied, for the period required and shall during the execution of the services under the Contract provide free of charge to the Company all information, data, software, labour, services (including without limitation lighting and electrical services and facilities), equipment (including without limitation lifting equipment), materials and documentation, reasonably required by the Company to provide the services (including, without limitation, a suitable electrical isolator together with extract ducting as required). The extent of the services shall be limited to that specified in the Company's quotation and the Purchaser shall pay for all additional services provided by the Company at the Company's standard working day and/or overtime rates as applicable.	16. 16.01	General The Company may assign the Contract or any part of it to any person, firm or company.
11.02	If for any reason installation can not be proceeded with by the Company at the time when the Purchaser takes delivery of the goods, any additional costs incurred in unloading, storing or insuring the goods will be payable by the Purchaser.	16.02	The Purchaser shall not be entitled to assign the Contract or any part of it without the prior written consent of the Company.
11.03	The Purchaser shall indemnify the Company in respect of the injury or death of any person or damage to any property which occurs during the course of the performance of the Contract on the Purchaser's premises unless the same is due solely to the negligence of the Company or its employees. The Purchaser shall effect and maintain during the performance of the Contract policies of insurance against the Purchaser's liability under common law or any statute in force for the time being in respect of injuries to persons or property arising out of and in the course of the performance of the Contract by the Company.	16.03	Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.
11.04	Where installation services are included in the Contract, goods supplied shall be deemed to have been accepted by the Purchaser when the installation and tests (where included) have been completed or (unless otherwise agreed in writing) seven days after such goods have been put into commercial use, whichever shall be the earlier. The time of acceptance shall not be delayed on account of additions, minor omissions or defects which do not materially affect the commercial use of goods. Except as otherwise provided in these terms and conditions, all liability of the Company under the Contract shall cease on such acceptance.	16.04	If any part of the Contract is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Contract will not be affected.
12. 12.01	Warranties Where the Company is not the manufacturer of the goods, the Company shall use reasonable endeavours to transfer to the Purchaser the benefit of any warranty or guarantee given to the Company relating thereto.	16.05	Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract. Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Purchaser shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract. No right, power or remedy conferred on, or reserved to, the Company is exclusive of any other right, power or remedy available to it, and each of those rights, powers, and remedies is cumulative.
12.02	The Company warrants to the Purchaser that (subject to the other provisions of these terms and conditions): (a) on delivery, and for a period of 12 months from the date of delivery, the goods shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979; and (b) the services will be supplied with reasonable skill and care.	16.06	The Purchaser shall not, without the Company's prior written consent, at any time from the date of the Contract to the expiry of 12 months after termination or expiry of the Contract, solicit or entice away from the Company or employ or attempt to employ any person who is, or has been, engaged as an employee or sub-contractor of the Company in the provision of services.
12.03	If the Company breaches the warranty in condition 12.02(a) and the Purchaser has notified the Company of that breach within the warranty period, the Company's sole liability for such breach will be (at its option) to repair or replace such goods (or the defective part) or refund the price paid for such goods under the Contract provided that, if the Company so requests, the Purchaser shall, at the Company's expense, return the goods or the part of such goods which is defective to the Company.	16.07	The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
12.04	If the Company breaches the warranty in condition 12.02(b) and the Purchaser has notified the Company of that breach within 1 month after the provision of that service, the Company's sole liability for such breach will be to re-perform the service at no additional charge to the Purchaser [or refund the price paid for such service under the Contract].	16.08	Nothing in the Contract creates any partnership or joint venture between the parties, or the relationship between them of principal and agent.
12.05	The Company may decide whether any goods are to be repaired in situ or returned to the Company. If any goods are to be returned to the Company, the Purchaser will bear the risk of loss or damage in transit and the Purchaser will pack the goods for return to the Company in accordance with the Company's instructions. The Company will reimburse the reasonable costs of carriage to the Purchaser.	16.09	The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.
12.06	The Company will not be in breach of the warranty in condition 12.02(a) if: (a) the failure to comply with that warranty results from damage in transit or after delivery; or (b) the Purchaser sells or uses the goods after giving notice under condition 12.03; or (c) the problem arises because the Purchaser has failed to follow the Company's oral or written instructions or recommendations in relation to the storage, installation, commissioning, use or maintenance of the goods or good trade practice; or (d) the Purchaser or any third party has altered, repaired or damaged the goods.		
12.07	The warranties and undertakings given by the Company in these terms and conditions are given in lieu of all implied warranties, terms and conditions and, to the extent permitted by law, all conditions, warranties, representations or other terms, including any relating to satisfactory quality, fitness for a particular or any purpose, or the ability to achieve any particular result, are excluded from the Contract.		
12.08	The Purchaser warrants that it has not been induced to enter into the Contract by any representation or by any warranty (whether oral, or in writing) except those specifically set out in these terms and conditions.		