



TERMS & CONDITIONS OF QUOTATION

This Quotation between **Bruntons Aero Products**, (hereinafter referred to both collectively and individually as "Seller") and the customer whose name and address appear on the quotation, hereinafter referred to as "Purchaser".

1. OFFER AND ACCEPTANCE

This quotation shall constitute an offer to be accepted by Purchaser. Unless otherwise agreed in writing by Seller, this Quotation shall be open for acceptance no more than thirty (30) days from the date hereof, provided Seller may withdraw this Quotation at any time before Purchaser's acceptance.

The terms and conditions specified herein shall apply notwithstanding any contrary provision or condition of Purchaser's purchase order or other form of acceptance of this Quotation (the "Purchase Order"), and no such contrary or added provision or condition will be binding on Seller.

If Purchaser objects to any terms herein, such objection ("Objection Notice") must be in writing specifically detailing said objections and received by Seller at the address stated on the face hereof prior to Purchaser's acceptance. Issuance of Purchaser's Purchase Order shall be conclusively deemed acceptance of the terms and conditions herein. If Purchaser issues an Objection Notice, then Purchaser may withdraw this Quotation.

Without limitation on the generality of the foregoing, under no circumstances whatsoever, will Purchaser's Purchase Order (or other notice to Seller) ever effect or be deemed to effect the release, waiver, discharge, revocation or other rescission of any lien rights of the Seller under applicable law, notwithstanding anything contained in the Purchaser's Purchase Order (or other notice to Seller) to the contrary. The Purchaser unconditionally submits and agrees to the controlling jurisdiction and application of the laws of England and Wales to all sales of molds, tools and any other equipment, its accessories and products by Seller.

2. TITLE AND OWNERSHIP

Unless otherwise specified herein, title and interest shall vest in Purchaser upon final completion and payment in full for the work, materials and services supplied under this Quotation.

Liability for loss or damage thereto shall pass to Purchaser at such time provided further that such loss or damage shall not relieve Purchaser from any obligation hereunder.

All Intellectual Property and any other industrial or technical rights that may exist in connection with the equipment and its accessories including but not limited to all specification and technical data shall vest in the Purchaser.

By acceptance of this Quotation, the Purchaser agrees and grants the Seller a security interest in all sales of molds, tools and any other equipment, its accessories and products by Seller.

3. TERMS AND METHODS OF PAYMENT

Terms of payment shall be net fifteen (15) days from date of invoice unless Seller specifies herein different payment terms to Purchaser.

A forty (40%) percent from the total amount of this Quotations shall be due on Purchaser's acceptance of this Quotation, a further thirty (30%) percent shall be due on approval of design with an additional twenty (20%) percent on T1 samples and the remaining ten (10%) percent on final approval.

Prices are subject to adjustments in the event of any increase in costs of materials incurred by the Seller prior to completion.

Credit terms may only be offered by the Seller subject to Seller obtaining insurance appropriate for the level of credit risk.

Unless otherwise stated in writing by Seller all prices quoted shall

be exclusive of VAT, transportation and insurance.

4. TOOL AND TOOLING

Tools manufactured by the Company will be maintained at the Company's expense throughout their working life on condition that the tool remains on the site of the Company.

Provision of spares and repair/refurbishment costs due to fair wear and tear will be the responsibility of the Customer.

Tools manufactured by the Company but not used for the production of mouldings at the site of the Company will not be maintained at the Company's expense. This condition shall also apply at the date of departure when tools that have produced mouldings at the site of the Company are taken away. Tools not manufactured by the Company will be the subject of a maintenance and refurbishment cost as and when necessary and will be fully chargeable to the Customer.

Tools and tooling manufactured by the Company for the Customer and tools and tooling owned by the Customer shall at all times be at the risk of the Customer and the Company shall not be liable for any loss or damage thereto of whatsoever nature and howsoever arising. The Customer should, unless agreed otherwise in writing with the Company, ensure that all such tools and tooling is insured in the full reinstatement value thereof and that the policy of insurance takes account of the limits of the Company's liabilities set out in these Conditions.

The Company shall have a general and a particular lien over any tools and tooling of the Customer at the Company's premises and may retain the same whilst payment for that or any other Goods from the Customer to the Company is overdue. For the avoidance of doubt the Customer shall not be entitled to enter upon the Company's premises to remove any tools or tooling over which the company claims a lien unless otherwise agreed by the Company in writing, without prejudice to any other right or remedy against the Customer the Company may, after giving one month's notice in writing to the Customer, sell any article so retained if any monies from the Customer to the Company are overdue by more than six months and is still unpaid before the sale. After deducting the costs of, and incidental to the sale the Company may apply the proceeds of sale in satisfaction or part satisfaction of all unpaid charges by the Company to the Customer and the Company shall pay any residue of the net proceeds of sale to the Customer.

The Company shall deliver a sample produced from the Tool to the Customer for the Customer's approval. Such sample should be marked by the Company for identification. The Customer shall be entitled to inspect and test the sample for a period of 21 days. If as a result of any inspection or test the Customer's representative is of the reasonable opinion that the sample does not comply with the Specification the Customer shall inform the Company within such 21 day period and the Company shall as soon as practicable take such steps as may be necessary to ensure such compliance. If the Customer has not raised any issues within 21 days of delivery of the sample produced from the Tool, it will be deemed to comply with the Specification.

5. TOLERANCE AND TESTS

Gauges, weights, chemical composition and analysis, quantities and sizes will so far as possible be adhered to but reasonable excesses and deficiencies thereof shall be accepted by the Customer, who shall not be entitled to reject Goods or to require replacement of any Goods on the grounds that they are not precisely specified.

Unless otherwise specifically agreed all tests, test pieces, inspections and Validation whatsoever required by the Customer will be subject to an additional charge. Unless otherwise specifically requested by the Customer, test of chemical comparison shall be based only on the



TERMS & CONDITIONS OF QUOTATION

steelmaker's analysis which shall be final.

Tests and inspections shall take place under the Company's standard testing arrangements, and such tests shall be final. All tests are subject to analytical tolerances

6. CONTINGENCIES

Seller shall not be liable for any delay in delivery or for non-delivery, in whole or in part, due to unforeseen circumstances attributable to causes beyond the control of Seller or Seller's suppliers. Leadtime will be subject to Seller's supplier schedule at time of order and will be confirmed upon initial payment received by Seller.

7. WARRANTIES

Unless otherwise provided herein, Seller warrants title and that all goods sold hereunder shall conform to this Quotation and any and all specifications, drawings, samples, or other descriptions furnished by Purchaser.

8. PERFORMANCE OF MOLD

Any suggestions by Seller concerning design and construction of the molds, tools and any other equipment, its accessories and products by Seller, when approved by the Purchaser, shall become the sole responsibility of the Purchaser.

9. PURCHASER WARRANTIES

Purchaser warrants and guarantees to Seller that there are no patents, copyrights, or claims of third party for infringement of any product to be produced by use of the molds, tools and any other equipment, its accessories and products by Seller. Purchaser agrees to hold the Seller free and harmless of and from and to indemnify the Seller against any and all damages, costs and attorney's fees resulting from any claim, demand, or cause of action that may be instituted by anyone claiming such infringement.

10. ASSIGNMENT

No right or interest in this Agreement shall be assigned by either the Seller or Purchaser without the written consent of the other.

11. CANCELLATION

Prior to completion of the molds, tools and any other equipment, its accessories and products by Seller Purchaser may cancel this order by delivering written notice thereof to Seller, in that event, the Purchaser shall be liable to the Seller for the greater of (I) an amount equal to forty (40%) percent of this Quotation or (II) an amount equal to the order price for all molds, tools and any other equipment, its accessories and products by Seller or services which have been completed in accordance with this Quotation and not previously paid for and the actual costs of work-in-process and raw materials incurred by Seller in furnishing the molds, tools and any other equipment, its accessories and products by Seller or services under this Quotation to the extent such costs are reasonable in amount and are properly allocable or apportionable under generally accepted accounting principles to the terminated portion of this Quotation including a reasonable termination charge consisting of a percentage of the order price reflecting the percentage of the work performed prior to receipt of the notice of termination, plus actual direct costs resulting from such termination.

12. TERMINATION

Seller may immediately cancel this order without liability to Purchaser in the event of the happening of any of the following or any other comparable event: (I) insolvency of the Purchaser (II) filing of a voluntary petition in bankruptcy by Purchaser (III) filing of any involuntary petition in bankruptcy against Purchaser (IV) appointment of a receiver or trustee

for Purchaser (V) execution of an assignment for the benefit of creditors by Purchaser (provided that the foregoing petition, appointment or assignment is not vacated or nullified within fifteen (15) days of such event) or (VI) in the event Seller anticipates any material breach of the terms and conditions of this Quotation and Purchaser's purchase order or other acceptance hereof. Further, in any of the foregoing events, Seller shall have the right to notify the Purchaser and any party with whom Purchaser is contractually obligated with respect to the subject matter of this Quotation, in writing, of Seller's intention to pursue any and all remedies available to Seller under applicable law relative to Seller's interests hereunder and, further, to withhold delivery of any molds, tools and any other equipment, its accessories and products by Seller in the possession of Seller at such time, pending payment in full of the amount due to Seller hereunder for work and services performed by Seller to such date.

For purposes of cancelled molds, tools and any other equipment, its accessories and products by Seller, the amount due to Seller shall be determined in accordance with section 11.

13. SECURITY INTEREST

Notwithstanding any term or provision to the contrary herein or in any document of acceptance from Purchaser, the Seller expressly retains, and Purchaser hereby grants to Seller, as security for all obligations of Purchaser to Seller hereunder and under any other contract, note, invoice, account or other document or instrument collectively, the "Indebtedness", a security interest in the property described herein, together with all additions, accessions and substitutions thereto and proceeds thereof under applicable law.

Purchaser agrees to pay Seller all loss, cost or expense incurred in the collection of the amount due hereunder, including but not limited to, attorney's fees and court costs and interest at the rate of four (4%) percent above the Bank of England on the amount due hereunder from due date until paid. If the Purchaser shall pay or cause to be paid to the Seller all Indebtedness, then such security interest shall be void and of no further effect.

Purchaser shall execute any and all documents pursuant to this section regarding the security interest as may be required from time to time by Seller.

Purchaser hereby irrevocably appoints Seller (which appointment is coupled with an interest) as its attorney-in-fact to perform all acts deemed necessary by Seller to perfect the security interest created herein.

14. INDEMNIFICATION

Purchaser agrees to indemnify and hold harmless the Seller from any losses, liabilities, damages and expenses arising directly or indirectly from Purchaser's breach of any provisions hereof.

15. REMEDIES

The rights and remedies reserved to Seller in this Quotation shall be cumulative and additional to all other or further remedies provided in law or equity.

16. PURCHASER REPRESENTATION

Purchaser represents and warrants that any and all of its specifications relative to design and construction of the subject matter of this Quotation complies with the applicable law.

17. GOVERNING LAW

It is the express agreement of the parties hereto that this Agreement is made and executed at the Seller's place of business and the laws of England and Wales applicable therein shall govern all rights and duties of



TERMS & CONDITIONS OF QUOTATION

Purchaser and Seller hereunder.

18. ENTIRE AGREEMENT

This Quotation, together with the attachments or exhibits, if any, specifically referenced in this Quotation and Purchaser's Order or other form of acceptance of this Quotation, constitutes the entire agreement between Seller and Purchaser with respect to the matters contained herein and supersedes all prior oral or written representations and agreements.

This Quotation may only be modified by a new Quotation or amendment

to the existing Quotation issued by Seller.

The sections headings in this Quotation are included herein for convenience of reference only and shall not constitute a part of this Quotation for any other purpose.

19. THIRD PARTY RIGHTS

Any person who is not a party to this Quotation has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Quotation but this does not affect any rights or remedies of a third party which exist or are available apart from that Act.