



CONDITIONS OF PURCHASE

1. GENERAL

In these Conditions the "Buyer" means Ensys Limited. The "Seller" means the company, firm or person to whom an Order is addressed or from whom the Buyer otherwise buys any of the Goods. The "Goods" means all or any of the goods and services which are described in an Order or which the Buyer otherwise buys from the Seller and which form the subject matter of the Contract. The "Contract" means the contract on the terms of these Conditions for the purchase by the Buyer from the Seller of any of the Goods, with or without an Order. "Order" means the purchase order placed by the Buyer for the supply of the Goods, whether placed on the Buyer's order form or otherwise.

2. THE BUYER'S CONDITIONS

Save for the terms and conditions set out below all conditions or terms of business or usage express or implied statutory or otherwise are hereby expressly excluded. All Contracts are placed and all Orders are given upon the following Conditions of Purchase (the "Conditions"), which except as set out below shall constitute the entire agreement unless expressly varied in writing by a Director of the Buyer. Any terms or conditions in any other document whatsoever inconsistent with or in any way qualifying these Conditions shall not apply unless expressly accepted in writing by a Director of the Buyer. These Conditions shall prevail over any other terms or conditions contained or referred to in the Seller's sales documents or in correspondence or elsewhere or implied by trade custom practice or course of dealing. Goods tendered or delivered or work undertaken will be accepted by the Buyer in every case upon and subject to these Conditions and no purported variation or waiver of or addition to these Conditions shall be binding upon the Buyer unless expressly agreed in writing by a Director of the Buyer. The payment of any invoice or the signing of any delivery note shall not constitute acceptance of either the quality or quantity of Goods delivered nor of the Seller's terms or conditions. However, nothing in these Conditions or signed by a Director of the Buyer shall prejudice any condition or warranty express or implied, or other right or remedy to which the Buyer may otherwise be entitled in relation to the Goods or the Order by virtue of statute, common law, or otherwise.

3. PLACING OF ORDERS

The Buyer shall be bound by an Order only where it is given on the Buyer's pre-printed order form and signed by a Director of the Buyer. Any other means of purchase of Goods, including direct instructions from the Buyer's employees or agents, shall not be accepted by the Seller or its agents. In the event that contrary to this clause such other means of purchase of Goods shall be accepted by the Seller, any Goods that may be supplied will be supplied entirely at the risk and peril of the Seller and if subsequently accepted by the Buyer shall be paid for by the Buyer at such prices as the Buyer may at its entire discretion determine. Any such Order not given on the Buyer's pre-printed order form and signed by a Director of the Buyer but which is supplied by the Seller and subsequently accepted by the Buyer shall in all other respects be performed subject to this Contract and in accordance with these conditions.

4. PRICE AND TERMS OF PAYMENT

Where firm prices are stated in the Order no alteration may be made without the prior agreement in writing of a Director of the Buyer and commencement of work on, or the supply of Goods comprised in the Order shall be deemed to be acceptance by the Seller of such prices. Should no price be indicated in the Order, the written acceptance by a Director of the Buyer of prices must be received by the Seller before any price becomes binding. The price shall include delivery to and unless otherwise requested by the Buyer installation at the address specified in the order, including all relevant accessories and consumables and all packing and boxing. Unless otherwise expressly agreed in writing by a Director of the Buyer, accounts will become payable 60 days from the end of the month in which the installation, or if no installation is required, delivery of the Goods has been completed to the satisfaction of the Buyer providing that the invoice(s) relating thereto are received by the Buyer not later than the 3rd day of the month following such completion. However, if for any reason whatsoever payment is withheld by the Buyer's customer in respect of the Goods then the Buyer shall have the right to similarly withhold payment to the Seller.

5. TITLE AND RISK

Title to all Goods supplied hereunder shall pass to the Buyer upon delivery. Risk of loss or damage shall pass to the Buyer once installation, or if no installation is required, delivery of the Goods has been completed to the satisfaction of the Buyer.

6. CANCELLATION

Cancellation by the Seller must be in writing and on the clear understanding that the Seller will be liable to the Buyer for any charges, costs or losses involved, including loss of profit. Where Goods have been specially ordered for a customer of the Buyer any charge made by the customer to the Buyer will be passed on to the Seller.

7. DELIVERY AND INSTALLATION

Time of delivery and where applicable installation shall be of the essence of the contract except that if due to circumstances beyond its control the Buyer is not able to accept delivery or installation of any Goods on the specified delivery date the buyer may without penalty wholly or partially suspend or cancel the acceptance of delivery or installation. If no time of delivery or installation is specified in the Order such time must be specified by the Seller within 10 days of the Order. If delivery or installation of any of the Goods shall not be made on the specified date, except as a result of suspension or cancellation pursuant to the above, the Buyer may, without prejudice to any other remedies which may apply, cancel the order for such goods without penalty.

8. FITNESS FOR PURPOSE AND WARRANTIES

The Buyer shall in determining the fitness for the purpose(s) of Goods to be supplied to it by the Seller rely entirely on the Seller's skill and judgement and not on that of the Buyer. The Seller warrants the adequacy of the life or wear of the goods supplied and that they will be suitable for the particular purpose(s) or use(s) under the specific conditions intended whether or not that purpose or those conditions have been adequately researched by the Seller. The Seller warrants that the design construction and quality of the Goods to be supplied are in accordance with the Order, are of sound materials and workmanship, are capable of any standard or performance specified in the Order, comply with all relevant statutes and standards and that they will not infringe any patent, trade mark or registered design. If at any time the Buyer gives notice to the Seller of any fault or defect in the Goods, or notifies the Seller that the Goods are not suitable for any intended purpose or use the Seller shall at the sole option of the Buyer and with all possible speed either (i) repair and/or replace and/or reinstall the Goods so as to remedy the fault or defect without cost to the Buyer, Or (ii) reimburse the Buyer its cost of repairing and/or replacing and/or reinstalling the goods or (iii) refund all monies paid for such Goods. The provisions of this clause shall also apply to any goods or parts repaired or replaced as aforesaid.

9. INDEMNITY

The Seller shall be liable to the Buyer and will indemnify against all loss or damage whatsoever caused to or sustained by the Buyer and including any liability incurred under any contract between the Buyer and any other person by reason or defect in the goods or by reason of any breach by the Seller of any term condition or warranty of this Contract whether express or implied.

10. ASSIGNMENT AND SUB-CONTRACTING

The Seller shall not without the consent in writing of the Buyer assign or transfer or sub-contract the Contract or any part of it to any other person. Any consent by the Buyer under this condition shall in no way relieve the Seller from its obligations under the Contract.

11. ENGLISH LAW

This Contract shall be governed and construed in accordance with English Law.