

**STANDARD TERMS AND CONDITIONS OF BUSINESS RELATING TO
JCE GROUP (UK) LTD, JCE (EUROPE) LTD & JCE ENERGY LTD
HEREINAFTER REFERRED TO AS JCE GROUP**

1. GENERAL

All quotations are made and all orders are accepted subject to the following terms and conditions and no addition thereto or variation therein shall be made unless agreed in writing by JCE Group. Acceptance is expressly made conditional upon assent by purchaser to these terms. List prices, discounts and terms are subject to change without notice.

2. ACCEPTANCE OF ORDERS

- a) All quotations and bids, and the acceptance of all contracts and orders are subject to final written approval by JCE Group.
- b) JCE Group will accept orders and invoice in accordance with list prices, discounts and terms published at the date of order, even though incorrect list prices, discounts and terms may appear on the purchase order.

3. VALIDITY OF QUOTATION

JCE Group reserves the right to refuse the purchaser's acceptance of quotation, unless such quotation is stated to be open for a specific period and is not withdrawn before acceptance during that period. Written quotations are firm for 31 days from the date thereof.

4. CATALOGUES

Catalogues, price lists and other advertising matters are only an indication of the type of goods available and no prices or other particulars contained therein shall be binding on us. The product information published in the Company's catalogues and literature is not guaranteed. It has been compiled with care and is sufficiently accurate for most purposes. It is subject to change without notice. Occasionally it may be necessary to modify the materials, finishes or other components of the product. These changes will not reduce the performance or function for which the product is intended.

5. PRICES

- a) All prices are net ex-works.
- b) Orders, except 'hold for release' and deferred orders will be invoiced at the price ruling on the date of invoice. 'Hold for release' orders and deferred orders will be invoiced at prices ruling on the date of despatch.
- c) Claims for errors on invoice must be made to JCE Group within 7 days from the date of invoice, otherwise they will not be considered.
- d) Additions to orders already processed will be considered separate orders for determination of discount and carriage charges.

6. CANCELLATION

A cancellation charge to compensate JCE Group for its lost profit and other losses and expenses may be made when an order is cancelled. Part cancellation of an order may reduce applicable discount as order list value of remainder will determine discount earned and carriage charges.

7. SPECIAL CHARGES

- a) Due to the cost of handling small orders, a minimum invoice of £50.00 net, plus transportation charges will be made.
- b) Normal domestic packing is free on all orders for delivery in the UK.
- c) An extra charge will be made for special packing or inspection.
- d) Export: freight, packing, insurance and documentation, including consular costs, will be charged to the customer.

8. VALUE ADDED TAX

Prices do not include VAT and where applicable this would be chargeable at the rate ruling as at the date of despatch.

9. SHIPMENT AND DELIVERY

- a) All UK material is sold ex-works. JCE Group is not responsible for loss or damage in transit. Purchasers should file with the transportation carrier any claim for loss or damage in transit and, since shipments are made at released value, carry its own insurance for any deficiency in carrier coverage. Purchaser should inspect all material upon receipt as all claims for damages, errors or shortages must be made to the carriers and JCE Group within 3 days from receipt of shipment, at destination. Non-arrival of goods should be reported to JCE Group within 10 days from the date of Delivery Note. Failure to make such claims within the above period shall constitute irrevocable acceptance of the material.
- b) JCE Group will use its own discretion in routing all shipments. Where practical to do so, shipments will be made in any manner requested by the customer, if the customer will assume the extra transportation costs.
- c) Express, parcel post and air shipments will be made at the customer's request transportation charges collect, prepaid or added to the invoice.
- d) Unless otherwise agreed, goods rejected by the customer as not complying with the contract must be indicated in writing within 7 days of receipt.

10. DESPATCH

Unless stated to the contrary, any times quoted for despatch are to be treated as estimates only and JCE Group shall not be liable for failure to despatch within such time. If however a fixed time for despatch is quoted in writing by JCE Group and JCE Group fails to despatch within that time (which shall be extended by a reasonable period if delay in despatch or delivery is caused by instructions or lack of instructions from the purchaser, or by industrial dispute or by any cause beyond JCE Group's reasonable control) and if the purchaser has suffered loss thereby JCE Group undertakes to pay as liquidated damages the amount payable in respect thereof and as have been agreed in writing. In which case JCE Group shall be limited to the amount so agreed to be paid. Such payment shall be in full satisfaction of JCE Group's liability for delay.

11. STORAGE

If JCE Group do not receive forwarding instruction sufficient to enable JCE Group to despatch the goods within 14 days after the date of notification that they are ready for despatch, the purchaser shall take delivery or arrange for storage. If the purchaser does not take delivery or arrange for storage, JCE Group shall be entitled to arrange storage either at their own works or elsewhere on the Purchaser's behalf and all charges for storage, for insurance or for demurrage shall be payable by the Purchaser. Should our customers require their equipment or materials to be stored/held at any of our facilities, JCE's insurance policy does not cover this event and accordingly the customer should arrange appropriate cover.

12. PAYMENT

Upon approved credit the following terms will apply:

- a) UNITED KINGDOM: Strictly net 30 days. Accounts are due for payment within 30 days of date of invoice and we reserve the right to charge interest on accounts outstanding for more than 30 days and thereafter supply on a proforma basis until the account is brought up to date. For new accounts cash should be sent with order to avoid delay.
- b) EXPORT: Strictly net 30 days. Accounts are due for payment on the last day of the month following that in which goods are despatched. Where order is less than £500.00 in value, payment must be made by credit transfer or by cheque drawn on a British Bank. All letter of Credit charges will be charged to the originator. Where applicable our quotation is based on the current rate of exchange. Any increase or decrease at the time of invoice will be adjusted accordingly, providing payment is made within 30 days. Should any delay in payment occur, then the rate of exchange at the time of payment will also be adjusted.

13. NEW ACCOUNT

New accounts will be on a pro-forma basis, thereafter as per payment terms above and can only be opened where the minimum value of the initial order is £500.00 and subject to satisfactory trading references. Orders of lesser value will be dealt with on a proforma or cash with order basis. Export orders must be made by a confirmed and irrevocable letter of credit.

14. PROPERTY

Until payment of the contract price in full, together with any other charges (whether for installation, storage or otherwise) payable by the Purchaser in respect of goods supplied by JCE Group:

- a) All goods supplied by JCE Group remain the property of JCE Group.
- b) The Purchaser shall hold the goods as custodian and undertakes not to pledge or give the goods as security or to dispose of the same as agent of JCE Group and to give notice in writing to any Purchaser of the goods that the property therein remains vested in JCE Group.
- c) The Purchaser undertakes to set the goods aside and at all times to keep the same clearly identified as belonging to JCE Group.
- d) If notwithstanding the provisions of this clause the Purchaser sells the goods or sells items into which the goods have been incorporated before the goods have been paid for in full, he shall hold the proceeds of sale on trust for JCE Group and JCE Group shall be entitled to trace the goods into such items or the proceeds of sale.

15. LIMITED WARRANTY

JCE Group will make good, by repair or at our option by the supply of the replacement, defects which, under proper use, appear in the goods within a period of twelve calendar months after the goods have been despatched and arise solely from faulty design (other than a design made, furnished or specified by the Purchaser for which JCE Group have disclaimed responsibility in writing), materials or workmanship, provided always that defective parts have been returned if JCE Group shall have so required. Our liability under this clause shall be in lieu of any warranty or condition implied by laws as to the quality or fitness for any particular purpose of the goods, and save as provided in this clause JCE Group shall not be under any liability, whether in contract, tort or otherwise, in respect of defects in goods delivered or for any injury (other than personal injury caused by our negligence as defined in Section 1 of the Unfair Contract Terms Act, 1977) damage or loss resulting from such defects or from any work done in connection therewith.

16. PATENTS

JCE Group will indemnify the Purchaser against any claim for infringement of Letters Patent, Registered Design, Trade Mark or Copyright (published at the date of the contract) by the use of sale of any article or material supplied by JCE Group to the Purchaser and against all costs and damages which the Purchaser may incur in any action for such infringement or of which the Purchaser may become liable in any such action. Provided always that this indemnity shall not apply to any infringement which is due to JCE Group having followed a design or instruction furnished or given by the Purchaser or to the use of such article or material in a manner or for a purpose or in a foreign country not specified by or disclosed to JCE Group, or to any infringement which is due to the use of such article or material association or combination with any other article or material not supplied by JCE Group. And provided also that this indemnity is conditional on the Purchaser giving to JCE Group the earliest possible notice in writing of any claim being made or action threatened or brought against the Purchaser permitting JCE Group at their own expense to conduct any litigation that may ensue and all negotiations for a settlement of the claim. The Purchaser on his part warrants that any design or instruction furnished or given by the Purchaser shall not be such as will cause JCE Group to infringe any Letters Patent, Registered Design, Trade Marks or Copyright in the execution of the order.

17. LIABILITY FOR ACCIDENTS AND DAMAGE

If JCE Group, their agents or sub-contractors are on site for the purpose of the contract then, notwithstanding the provisions of Clause 15 JCE Group will indemnify the Purchaser against direct damage or injury to the Purchaser's property or person or that of others occurring while JCE Group are working on site to the extent caused by the negligence of JCE Group, their sub-contractors or agents, but not otherwise, by making goods such damage to property or compensating personal injury. Provided that:

- a) JCE Group's total liability for damage to the purchaser's property (including damage caused by JCE Group's breach of statutory duty) shall not exceed £100,000 or the contract price, whichever sum is greater, and
- b) JCE Group shall not be liable to the Purchaser for any loss of profit or of contracts or, save as aforesaid, for any loss or damage of any kind whatsoever and whether caused by JCE Group's breach of contract, tort, breach of statutory duty or otherwise howsoever.

Save as provided in Clause 15, JCE Group shall not be liable for any damage or injury occurring after their completion of work on site.

18. ARBITRATION

If at any time any question, dispute or difference whatsoever shall arise between the purchaser and JCE Group upon, in relation to or in connection with the contract, either party may give to the other notice in writing of the existence of such question, dispute or difference, and the same shall be referred to the arbitration of a person to be mutually agreed upon, or failing agreement within 14 days of receipt of such notice, of some person appointed by the President for the time being of the Institution of Electrical Engineers.

19. LEGAL CONSTRUCTION

Unless otherwise agreed in writing, JCE Group reserves the right to choose the country of jurisdiction for the contract.

20. STATUTORY AND OTHER REGULATIONS

If the cost to us of performing our obligation under the contract shall be increased or reduced by reason of the making or amendment after the date of tender of any order, regulation or bye-law having the force of law that shall affect performance of our obligations under the contract, the amount of such increase or reduction shall be added to or deducted from the contract price as the case may be.

21. HEALTH & SAFETY AT WORK ACT 1974

Where applicable our products conform to the requirements of appropriate British and International Standards, and are designed and manufactured in accordance with safety provisions of these Standards. Providing therefore JCE Group's products are correctly installed and used within the parameters of rating, application and limitations of use, which are shown in JCE Group's published specifications, or agreed by JCE Group in writing for special duties outside their normal application, it is JCE Group's opinion that they meet the requirements of the Health & Safety at Work Act 1974. JCE Group shall not be liable for any damage resulting from the incorrect installation and use of their products.

22. AGREEMENT

These terms, together with the acknowledgement of the Purchaser's order and documents referred to them, contain the entire agreement between the Purchaser and JCE Group and may not be modified, waived, rescinded or terminated in whole or in part except in writing, signed by the party against whom it is to be enforced.

23. ORDERING

When ordering, purchasers are requested to use JCE Group's catalogue numbers wherever possible to avoid misunderstandings, but if in any doubt, give a full description of components or products required.