

SEI Interconnect Products (Europe) Ltd. GENERAL TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

1.1 "Buyer" means the person, who buys or agrees to buy the Goods from the Seller, 1.2 "Conditions" means the terms and conditions of sale set out below and any special-terms and conditions agreed in writing by the Seller; 1.3 "Contract" means any and all contracts for the sale of the Goods by the Seller to the Buyer (and where appropriate references to the Contract shall mean the Contract and these Conditions); 1.4 "Delivery Date" means the date specified by the Seller when the Goods are to be delivered; 1.5 "Goods" means the Goods which the Seller agrees to sell to the Buyer, 1.6 "Seller" means SEI Interconnect Products (Europe) Ltd., a company incorporated in England with limited liability with its principal office in Swansea at Axis 10, Axis Court, Mallard Way, Riverside Business Park, Swansea Vale, Swansea SA7 0AJ.

2. APPLICABILITY OF CONDITIONS

2.1 These Conditions shall apply to all Contracts for the sale of Goods by the Seller to the Buyer to the exclusion of all other terms and conditions including any terms or conditions which the Buyer may purport to apply under any purchase order, confirmation of order or similar document. 2.2 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Conditions. 2.3 Acceptance of delivery of the Goods shall be, deemed to be conclusive evidence of the Buyer's acceptance of these Conditions.

2.4 Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall not be valid unless agreed in writing by the Seller.

3. THE GOODS

3.1 The Goods shall be supplied in accordance with the description contained in the Sellers specification current at the time of delivery of the Goods ("the Specification"). 3.2 The Seller reserves the right to modify the Specification without notice to the Buyer in order to comply with any safety or statutory requirements or to incorporate improvements in the Goods.

4. WARRANTY AND LIABILITY

4.1 The Seller warrants that the Goods will at the time of delivery correspond in material respects to the Specification. 4.2 Save for the warranty in Condition 4.1 above and any express warranties set out in the Specification all terms, conditions and warranties (whether implied or made expressly) whether by the Seller or by its servants or agents or otherwise relating to the quality and/or Fitness for purpose or condition of the Goods or any of the Goods are excluded. 4.3 If any model or sample of the Goods was shown to the Buyer, such a model or sample was shown to illustrate the general type and quality of the Goods and is not a representation that the Goods will conform to the model or sample. 4.4 The specification and design of the Goods (including the copyright, design right or other intellectual property in them) shall as between the parties be the property of the Seller. Where any designs or specifications have been supplied by the Buyer for manufacture by or to the Order of the Seller then the Buyer warrants that the use of those designs or specifications for the manufacture, processing, assembly or supply of the Goods shall not infringe the rights of any third party. 4.5 Subject to Condition 4.7 the Seller shall be under no liability for any indirect loss and/or expense (including loss of profit) suffered by the Buyer or liability to third parties incurred by the Buyer arising out of breach by the Seller of the Contract or the negligence of the Seller, its employees or agents or otherwise. 4.6 Subject to Condition 4.7 the Seller's liability to the Buyer whether for any breach of Contract, negligence on the part of the Seller, its employees or agents or otherwise shall not exceed the price on the Goods. 4.7 Nothing in the Contract shall restrict or exclude liability for death or personal injury caused by the negligence of the Seller.

5. PRICE AND PAYMENT

5.1 The price shall be the Sellers quoted price which, subject to the remaining provisions of this Condition, shall be binding upon the Seller provided that the Super shall accept the Seller's quotation within 30 days. The price is exclusive of VAT which shall be due at the rate of the VAT on the date of the VAT invoice. 5.2 Payment of the price and VAT for the Goods shall be due within 30 days after the date of the invoice. Time for payment shall be of the essence. 5.3 The Seller shall not be bound to deliver the Goods until the Buyer has paid for them, but if the Seller delivers Goods which have not been paid for the delivery shall be subject to Condition 10.1. 5.4 Where the Contract provides for payment to be made by a letter of credit, the Buyer shall arrange to open and the Seller shall be advised of the opening of such letter of credit forthwith or within such period as the Seller shall specify to the Buyer in writing. 5.5 Any letter of credit required to be opened by the terms of the Contract shall be an irrevocable letter of credit to be confirmed and or issued in a transferable form at the Seller's discretion. The letter at credit shall comply with the terms and conditions specified in the Contract and shall be in a form and content acceptable to the Seller. The letter of credit shall: 5.5.1. be opened and, where required, confirmed by reputable first class international banks approved by the Seller without any restricting of the negotiating bank; 5.5.2 be valid for at least fifteen days after the shipment date, 5.5.3 refer to the contract number 5.5.4 authorize reimbursement to the Seller for such sum, if any. As may be advanced by the Seller for consular fees, inspection fees, survey fees and other payments made by the Seller (including fees payable on the transfer of the letter of credit) being desirable or necessary for the implementation of the terms of the Contract.

6. SELLER'S REMEDIES FOR LATE PAYMENT

6.1 The Buyer shall pay interest on all notes not paid on the due date at the rate of three per cent per annum above National Westminster Bank Plc's base rate from time to time in force and interest shall accrue at such rate after as well as before any judgment. 6.2 If the Buyer fails to make any payment on the due date then without prejudice to any of the Seller's other rights the Seller may: 6.2.1 suspend or cancel deliveries of any Goods to the Buyer, and/or 6.2.2 appropriate any payment made by the Buyer to such of the Goods (or goods supplied under any other contract with the Buyer) as the Seller may in its sole discretion think fit.

7. DELIVERY OF THE GOODS

7.1 The Goods shall be delivered to the on the Delivery Date. The Delivery Date is not of the essence of the Contract. The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery. The risk in the Goods shall pass to the Buyer upon such delivery taking place. 7.2 Save where FOB or CIF terms, as defined in Conditions 7.5 and 7.6 below, apply or where delivery to sortie other address has been agreed by the Seller in writing them. Goods shall be delivered to the Buyer at the Buyer's premises and the Seller shall arrange for the carriage of the Goods to the Buyer's premises. The total cost of carriage and any insurance which the reasonably directs the Seller to incur shall be reimbursed by the Buyer without any set-off or other withholding whatever and shall be due on the date for payment of the price for the Goods. 7.3 The Seller shall not be liable for any loss or damage whatever due to failure by the Seller to deliver the Goods (or any of them) on the Delivery Date or at all. 7.4 Notwithstanding that the Seller may have delayed or failed to deliver the Goods (or any of them) on the Delivery Date the Buyer shall be bound to accept delivery and to pay for the Goods in full provided that delivery shall be tendered at any time within 3 months after the Delivery Date. 7.5 Where the parties agree for delivery on free on board (FOB) terms the Buyer shall book the necessary spare and give full details thereof to the Seller within such reasonable period of time as is sufficient for the Seller to arrange for the Goods to be delivered to the nominated vessel on the Delivery Date. If the Buyer fails to book shipping spare and to notify the Seller thereof, aforesaid, the Seller may arrange shipment and insurance for the Buyers account and at the Buyer's risk. The Seller shall promptly notify the Buyer that the Goods have been delivered abroad. Subject to Condition 10.1 title to and risk in the Goods shall in the case of FOB terms pass to the Buyer open such delivery being affected. The Buyer shall bear any additional costs caused due to the failure of the named vessel to be available to load the Goods on the date notified by the Buyer for the Seller in accordance with this Condition. 7.6 Where the parties agree for delivery of the Goods on cost insurance and freight (CIF) terms the Goods shall be delivered to the Buyer at the agreed port on or before the Delivery Date subject to shipping spare being available. In the event that shipping spare is not available the Delivery Date shall be extended until such time as space becomes available. The Seller shall procure a contract of carriage and insure the Goods from dispatch until delivery on terms cur-

rent in the trade for the benefit of the Buyer. The Goods shall be at the risk in the case of CIF terms at the Buyer as they are loaded on board. The Seller shall tender to the Buyer a clean shipped bill of lading, the insurance policy and an invoice in respect of the Goods. The Buyer shall accept the documents tendered by the Seller if they correspond to the Contract and shall take delivery of the Goods at the agreed port and bear all other costs and charges arising out of shipment of the Goods to the agreed port. 7.7 The Seller may deliver the Goods by separate instalments. The failure of the Seller to deliver any one of more at the said instalments of the Goods on the due date shall not entitle the Buyer to treat the Contract as repudiated. The failure of the Buyer to pay for one or more at the said instalments at the Goods on the due date shall entitle the Seller (at the sole option of the Seller): 7.7.1 without notice to suspend further deliveries of the Goods pending payment by the Buyer; and/or 7.7.2 to treat the Contract as repudiated by the Buyer. 7.8 7.8.1 in the event that the Buyer fails to take delivery at any Goods at the place and time specified by the Contract, the Seller may without prejudice to any other remedies the Seller may have by reason at Such failure by the Buyer recovers from the Buyer any extra expenses (such as additional storage Charges incurred by reason at the Buyer's torture as aforesaid 7.8.2 in the case of overseas sales any demurrage accruing at the port of discharge shall in all circumstances be for the account of the Buyer; the Buyer shall it required to do so indemnify the Seller against any Claims for such demurrage.

8. IMPORT/EXPORT LICENCES AND OTHER FORMALITIES

The Buyer shall promptly obtain all necessary import licenses, clearances and other consents necessary for the purchase of the Goods. The Seller shall upon request supply all documents reasonably required by the Buyer for this purpose.

9. ACCEPTANCE OF THE GOODS

9.1 The Buyer shall inspect the Goods on delivery and shall within 30 days after delivery notify the Seller in writing at any alleged defect, shortage in quantity, damage or failure to correspond in material respect with the Specification. The Buyer shall afford the Seller an opportunity to inspect any such Goods within a reasonable time following delivery and before any use is made of them. The Buyer shall take to comply with these provisions. If the Goods shall be conclusively presumed to be in accordance with the Specification and free from any defect or damage which would be apparent on a reasonable examination of the Goods and the Buyer shall be deemed to have accepted the Goods. 9.2 The Buyer shall notify the Seller in writing of any claim in respect of a defect in the Goods which was not apparent on reasonable inspection at the time of delivery promptly on discovering the said defect and in any event no later than 90 days after delivery. 9.3 If the Seller shall accept any claim made in accordance with clause 9.1 or clause 9.2 the Seller shall be entitled in full settlement of such claim to make good any defect in the Goods or other breach of contract by repairing or replacing such Goods or if the Seller shall elect, by refunding the price of such Goods or a proportionate part thereof in which case the Seller shall not be under any further or other liability to any person in respect of such claim. 9.4 In no event may the Buyer, make a claim for any reason whatever after the Goods have been used, said, processed or otherwise altered by the Buyer.

10. TITLE

10.1 In spite of delivery having been made title to the Goods shall not pass from the Seller until: 10.1.1 the Buyer shall have paid the price for the Goods plus VAT (if any) in full; and 10.1.2 no other sums whatever shall be due from the Buyer to the Seller. 10.2 Until title to the Goods passes to the Buyer in accordance with Condition 10.1, the Buyer shall hold the Goods and each of them on a fiduciary basis as bailee for the Seller. The Buyer shall store the Goods (at no cost to the Seller) in a safe and proper manner separately from all other Goods in its possession and marked in such a way that they are clearly identified as the Seller's property. 10.3 Notwithstanding that the Seller retains title to the Goods (or any of them) the Buyer may sell or use the Goods in the ordinary course of the Buyer's business at full market value for the account of the Seller. Any such sale or dealing shall be a sale or use of the Seller's property by the Buyer on the buyer's own behalf and the buyer shall deal as principal when making such sales or dealings and not as agent for the Seller. Until title to the goods passes from the Seller the Seller shall be legally and beneficially entitled to the entire proceeds of sale or otherwise of the Goods which shall be held in trust for the Seller. The Buyer shall pay such proceeds of sale into as separate account or otherwise shall ensure that all such proceeds of sale are kept by or on behalf of the Buyer in a separate or identifiable form. In particular but without prejudice to the generality of the foregoing the Buyer shall not pay the proceeds of sale into any bank account which is overdrawn. Forthwith upon receipt of the proceeds of sale the Buyer shall pay the Seller any of the aforesaid sums outstanding to the Seller and shall not use or deal with the proceeds of sale in any way whatsoever until such sums shall have been paid. 10.4 The Seller shall be entitled to recover the price for the Goods (plus VAT) notwithstanding that title to any of the Goods has not passed from the Seller. 10.5 Until such time as title to the Goods passes from the Seller the Buyer shall upon request deliver up such of the Goods as have not ceased to be in existence or resold to the Seller. If the Buyer fails to do so the Seller and/or its representatives may enter upon any premises owned occupied or controlled by the Buyer where the Goods are situated or thought by the Seller to be situated and repossess the Goods. On the making of such request the rights of the Buyer under Condition 10.3 shall cease. 10.6 The Buyer shall not pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller. Without prejudice to the other rights of the Seller, if the Buyer does so all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable. 10.7 The Buyer shall insure and keep insured the Goods in the full price against all risks to the reasonable satisfaction to the Seller from the date of delivery of the Goods to the Buyer until the date that title to the Goods, passes from the Seller and shall whenever requested by the Seller produce a copy of the policy of insurance. Without prejudice to the other rights of the Seller, if the Buyer fails to do so all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable. 10.8 If the Buyer incorporates or mixes the Goods with other equipment or products ("the New Goods") in such a way that the Goods are not a readily identifiable and removable part of the New Goods the Buyer shall store such New Goods separately and shall notify the Seller of precise location and position thereof and the ownership of such New Goods and the property therein shall vest in the Seller. 10.9 Upon any sale of any New Goods falling within the scope of the foregoing provision by the Seller, then if the proceeds of sale exceed the price or the balance of the price for the Goods due to the Seller from the Buyer the Seller shall apply the balance of the proceeds of sale as follows: 10.9.1 first reimbursing the Seller the cost and expense of the taking of possession and the sale of the New Goods and any damages which the Seller has suffered as a result of any repudiation of the Contract by the Buyer. 10.9.2 secondly, paying any sums due and owing to other creditors of the Buyer in respect of other items and materials used in connection with the manufacture of the New Goods where the property and such items and materials have remained vested in such other creditors by reason of effective reservation of title clauses and the claims of such other creditors pursuant to such reservation of the title clauses have been notified to the Seller by the Buyer of its liquidator, administrator or receiver or by such other creditors. 10.10 Notwithstanding that the Seller retains title to the New Goods (or any of them) the Buyer may sell or use the New Goods in the ordinary course of the Buyer's business at full market value for the account of the Seller. Any such sale or dealing shall be a sale or use of the Seller's property by the Buyer on the Buyer's own behalf and the Buyer shall deal as principal when making such sales or dealings and not as agent for the Seller. Until title to the New Goods passes from the Seller the Seller shall be legally and beneficially entitled to the entire proceeds of sale or otherwise of the New Goods which shall be held in trust for the Seller. The Buyer shall pay such proceeds of sale into a separate account or otherwise shall ensure that all such proceeds of sale are kept by or on behalf of the Buyer in a separate and identifiable form. In particular but without prejudice to the generality of the foregoing the Buyer shall not pay the proceeds of sale into any bank account which is overdrawn. Forthwith upon receipt of the proceeds of sale the Buyer shall pay the Seller any of the aforesaid sums outstanding to the Seller and shall not use or deal with the proceeds of sale in any way whatsoever until such sums shall have been paid.

11. CUSTOMS AND TAXES

Any additional new and/or increased customs, duties, taxes, fees, charges, freight,

freight surcharges, insurance premiums, import and export surcharges and/or other extra expenses which become payable after the date of the Contract in relation to its performance shall be for the account of the Buyer.

12. INSURANCE TO BE PROVIDED BY THE SELLER

If under the Contract the Seller is required to provide insurance in respect of loss or damage to the Goods during transport, such insurance shall be provided for the amount of the Seller's invoice plus ten per cent (10%) covering marine insurance F.P.A. only unless otherwise agreed. If under the Contract such Insurance is to be provided by the Buyer, the Buyer shall provide open cover or provisional insurance before the time of shipment consignment, and any letter of credit to be opened by the Buyer shall clearly exempt the Seller from providing insurance certificates.

13. INTELLECTUAL PROPERTY OF THE SELLER

13.1 No right or license is smart under the Contract to the Buyer under any patent, trademark, copyright, registered design or other intellectual property right except the right to use or remit the Goods. 13.2 In no case may any trade mark other than those applied by the Seller be marked on or be applied in relation to the Goods to be resolute by the Buyer. 13.3 The Buyer shall indemnify the Seller for any liability incurred to third parties for any use of intellectual property rights of the Seller otherwise than in accordance with the Contract. 13.4 The Buyer shall not tamper with any markings or nameplates or other indication of the source of engine of the Goods which may be placed by the Seller on the Goods

14. CANCELLATION

The Seller may cancel the Contract at any time before the Goods are delivered by giving written notice to the Buyer. On giving such notice the Seller shall promptly repay to the Buyer any sums paid in respect of the price for the Goods. The Seller shall not be liable for any loss or damage whatever arising from such cancellation.

15. SET-OFF AND COUNTERCLAIM

The Buyer may not withhold payment of any invoice or other amount due by the Seller by reason of any right of set-off or counterclaim which the Buyer may have or allege to have or for any reason whatever.

16. CONFIDENTIALITY

The Buyer shall not divulge to any person whatsoever or otherwise make use of (and shall use its best endeavors to prevent the publication or disclosure of) any trade secret or confidential information concerning the business affairs or finances of the Seller which may be disclosed to or received by the Buyer during the course of its dealings with the Seller.

17. FORCE MAJEURE

The Seller shall not be responsible for any failure or delay or default of or in performance of any part of the Contract insofar as the same is caused directly or indirectly by the occurrence of events beyond the Seller's control, including but not limited to acts of God war, riots, strikes, blockade or any other happening comprehended by the term force majeure. Should such conditions prevail for 30 days or more, the Seller shall have the right to cancel forthwith all or any part of the Contract at any time by giving notice of cancellation to the Buyer, without any liability for loss or damages caused thereby.

18. INSOLVENCY OR OTHER DEFAULT OF THE BUYER

18.1 The Seller may by written notice to the Buyer immediately terminate the whole or any part of the Contract including all outstanding shipments or instalments or any other contract with the Buyer on the happening or any of the following events: 18.1.1 if the Buyer fails to open and ensure that he Seller receives any letter of credit required in accordance with the Contract and in the time specified by the Contract; 18.1.2 if the Buyer fails to make any payment for the Goods or any other payment due in accordance with the Contract in the manner and within the time prescribed by the Contract, 18.1.3 if the Buyer fails to take delivery of any Goods in the manner and in the time prescribed by the Contract; 18.1.4 if the Buyer fails to perform any of its other obligations under the Contract; 18.1.5 if the Buyer becomes insolvent or if any distress or execution is levied upon any of the Buyer's goods or if the Buyer offers to make any arrangement with its creditors or commits an act of bankruptcy or if the Buyer is unable to pay its debts as they fall due or if being a limited company any resolution or petition or similar motion to wind-up the Buyer shall be passed or presented or if a receiver, administrator or administrative receiver or manager shall be appointed over the whole or any part of the Buyer's business or assets or if the Buyer shall suffer any analogous proceedings under foreign law; 18.1.6 if the Buyer fails to carry out any of its obligations under any other contract made with the Seller. 18.2 In addition to the right of the Seller specified in Condition 18.1 above the Seller may on the occurrence of any of the events specified in that clause postpone the performance of any or all of its obligations under the Contract or any other contract with the Buyer and the Buyer shall be liable for any expenses (such as additional storage charges) incurred by the Seller by reason of such postponement. 18.3 Termination or postponement of the Contract pursuant to the foregoing provisions shall be without prejudice to any other rights or remedies of the Seller.

19. NOTICES

Any notice required to be served pursuant to the Contract shall be in writing and served by first class post or delivered to the Seller at the address of the Seller given on its invoice for the Goods or such other address as the Seller may from time to time notify to the Buyer and to the Buyer at the Buyer's registered office or principal place of business or such other address as the Buyer may from time to time notify in writing to the Seller for this purpose.

20. INVALIDITY

If any provision of the Contract is or becomes at any time and under any law, rule or regulation unenforceable or invalid no other provisions of the Contract shall be affected thereby and the remaining provisions of the Contract shall continue with the same effect as if such unenforceable or invalid provision shall not have been inserted in the Contract.

21. WAIVER

No waiver or forbearance by the Seller (whether express or implied) in enforcing any of its rights under the Contract shall prejudice its right to do so in the future.

22. SUB-CONTRACTING

The Seller may license or sub-contract all or any part of its rights and obligations under the Contract without the Buyer's consent.

23. GOVERNING LAW

The validity construction and performance of the Contract shall be governed by English law. The trade terms under the Contract, unless the context otherwise requires, shall be governed by and interpreted under the provisions of the International Rules for the Interpretation of Trade Terms (Incoterms) and its Supplements, prevailing at the date of the shipment of the Goods hereunder.

24. DISPUTES

Any dispute between the parties as to the validity, construction and performance of the Contract shall be determined by arbitration in London under the International Arbitration Rules of the London Court International Arbitration at the date of the Contract, which Rules with respect to matters not regulated by them, incorporate the UNCITRAL Arbitration Rules. The parties agree that service of any notice in reference to such arbitration in accordance with Condition 19 above shall be valid and sufficient. So far as English law applies to the arbitration hereby agreed the parties further agree to exclude any right at application or appeal to the English Courts in connection with any questions of law arising in the course of the arbitration or of any award made.

25. HEADINGS

The headings in these Conditions are for the purpose of reference only and shall not limit or otherwise affect the meaning thereof.