

CLOCK TOWER PEOPLE LTD

TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATIONS

"Buyer" means the person firm or company so described in the Order;

"Conditions" means the standard terms and conditions of purchase set out in this document and (unless the context otherwise requires) includes any varied or special terms and conditions agreed in writing between Clock Tower People Ltd and the Buyer;

"Contract" means the contract of the sale and supply of the Goods and/or the supply and performance of the Services subject to these Conditions;

"Goods" means the Goods (including any instalment of the Goods or any part of them) described in the Order;

"Order" means any written quotation of Clock Tower People Ltd which is accepted by the Buyer, or any written order of the Buyer which is accepted by Clock Tower People Ltd for the supply of Goods or performance of Services;

"Price" means the Price of the Goods and/or the charge for the Services;

"Specification" includes any plans, drawings, data, process or other technical requirements or information including Clock Tower People Ltd's web site relating to the Goods or Services agreed between the parties.

2. GENERAL BASIS OF SALE

2.1. These Conditions apply to all Contracts for sale of Goods by Clock Tower People Ltd.

2.2. The placing of an Order by the Buyer for the Goods shall constitute acceptance of these Conditions notwithstanding any other terms and conditions subject to which any quotation by Clock Tower People Ltd is accepted or purported to be accepted or any such order is made or purported to be made by the Buyer.

2.3. No Order submitted by the Buyer shall be deemed to be accepted by Clock Tower People Ltd unless and until confirmed in writing by Clock Tower People Ltd

2.4. No variation to these Conditions shall be binding unless agreed in writing between the authorised representatives of the Buyer and Clock Tower People Ltd.

2.5. The Buyer acknowledges that all advice, instructions or recommendations of Clock Tower People Ltd rely and are dependent upon all the information and technical background given to Clock Tower People Ltd by the Buyer.

3. ORDERS AND SPECIFICATIONS

3.1. The Buyer shall be responsible to Clock Tower People Ltd for ensuring the accuracy of the terms of any Order (including any applicable Specification) submitted by the Buyer, and for giving Clock Tower People Ltd any necessary information relating to the Goods pursuant to clause 2.5 or otherwise within a sufficient time to enable Clock Tower People Ltd to perform the Contract in accordance with its terms.

3.2. The quantity, quality, description, functionality, facilities, functions, capacity and description of the Goods shall, subject as provided in these Conditions, be as specified in the Order and any applicable Specification as set out either in Clock Tower People Ltd's quotation or in the web site of Clock Tower People Ltd or any documents referred to in the Order. In the event of conflict, preference will be given to Clock Tower People Ltd's web site.

3.3. All drawings, illustrations or any product literature or other publications of Clock Tower People Ltd must be regarded as approximations only.

3.4. Any Specification supplied by Clock Tower People Ltd to the Buyer in connection with the Contract, together with all intellectual property rights in the Specification, shall be the exclusive property of Clock Tower People Ltd. The Buyer shall not disclose to any third party or use any such Specification except to the extent that it is or becomes public knowledge through no fault of the Buyer, or as required for the purpose of the Contract. Upon request of Clock Tower People Ltd the Buyer will return to Clock Tower People Ltd any documents (or other media) in or upon which any part of the Specification has been supplied by Clock Tower People Ltd and shall not retain copies thereof.

3.5. If the Goods are to be manufactured or any process is to be applied to the Goods by Clock Tower People Ltd in accordance with a Specification submitted by the Buyer, the Buyer shall indemnify Clock Tower People Ltd against all loss, damages, costs and expenses awarded against or incurred by Clock Tower People Ltd in connection with any claim for infringement of any intellectual property rights of any other person which results from Clock Tower People Ltd's use of the Specification so submitted by the Buyer.

3.6. Clock Tower People Ltd reserves the right to make any changes in the Specification of the Goods which are required to conform with any statutory or other regulatory requirements applicable to the Goods.

3.7. No Order which has been accepted by Clock Tower People Ltd may be cancelled by the Buyer except with the agreement in writing of Clock Tower People Ltd and on terms that the Buyer shall indemnify Clock Tower People Ltd in full against all loss, costs, damages, charges and expenses incurred by Clock Tower People Ltd as a result of cancellation.

3.8. No order which has been accepted by Clock Tower People Ltd may be changed or altered by the Buyer except with the agreement in writing of Clock Tower People Ltd and payment by the Buyer of a 10% surcharge (calculated as 10% of the Price) to Clock Tower People Ltd.

4. PRICE OF THE GOODS

4.1. The Price shall be Clock Tower People Ltd's quoted price. The Price quoted is valid for 30 days only, unless specified by individual quotation, after which time they may be altered by Clock Tower People Ltd without giving notice to the Buyer.

4.2. Clock Tower People Ltd reserves the right, by giving notice to the Buyer at any time before delivery, to increase the Price to reflect any increase in the cost to Clock Tower People Ltd which is due to any factor beyond the control of Clock Tower People Ltd, any change in delivery dates, quantities or the Specifications which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give Clock Tower People Ltd adequate or accurate information or instructions.

4.3. Except as otherwise stated under the terms of the Order and unless otherwise agreed in writing between the Buyer and Clock Tower People Ltd, the Price is given by Clock Tower People Ltd on an ex works basis, and where Clock Tower People Ltd agrees to deliver the Goods otherwise than at Clock Tower People Ltd's premises, the Buyer shall be liable to pay Clock Tower People Ltd's charges for transport, packaging and insurance.

4.4. The Price is exclusive of any applicable value added tax, which the Buyer shall be additionally liable to pay to Clock Tower People Ltd.

5. TERMS OF PAYMENT

5.1. Subject to any special terms agreed in writing between the Buyer and Clock Tower People Ltd, Clock Tower People Ltd shall be entitled to invoice the Buyer for the Price on or at any time after delivery of the Goods or the Buyer wrongfully fails to take delivery of the Goods, in which event Clock Tower People Ltd shall be entitled to invoice the Buyer for the Price at any time after Clock Tower People Ltd has notified the Buyer that the Goods are ready for collection or (as the case may be) Clock Tower People Ltd has tendered delivery of the Goods.

5.2. The Buyer shall pay the Price within the terms of Clock Tower People Ltd's invoice unless otherwise notified by Clock Tower People Ltd to the Buyer in writing, and Clock Tower People Ltd shall be entitled to recover the Price, notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Buyer. The time of payment of the Price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.

5.3. If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to Clock Tower People Ltd, Clock Tower People Ltd shall be entitled to:

5.3.1. cancel the Contract or suspend any further deliveries to the Buyer;

5.3.2. suspend any guarantee or warranty with regard to repairs or replacements relating to the goods as delivered or supplied, or reduce the warranty for every day payment is not received.

5.3.3. appropriate any payment made by the Buyer to such of the Goods (or goods and/or services supplied under any other contract between the Buyer and Clock Tower People Ltd) as Clock Tower People Ltd may think fit (notwithstanding any purported appropriation by the Buyer); and

5.3.4. charge the Buyer interest (both before and after any judgment) on the amount unpaid, at the rate of 4 per cent per annum above base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest) before and after judgment.

6. DELIVERY

6.1. Delivery of the Goods shall be made to some place agreed by Clock Tower People Ltd, by Clock Tower People Ltd delivering the Goods to that place.

6.2. Any dates quoted for delivery of the Goods are approximate only and Clock Tower People Ltd shall not be liable for any early or late delivery of the Goods however caused.

6.3. Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by Clock Tower People Ltd to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.

6.4. If Clock Tower People Ltd fails to deliver the Goods (or any instalment), Clock Tower People Ltd's liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar goods to replace those not delivered over the Price of the Goods.

6.5. If the Buyer fails to take delivery of the Goods or fails to give Clock Tower People Ltd adequate delivery instructions at the time stated for delivery (otherwise than by reason of any Force Majeure or by reason of Clock Tower People Ltd's fault) then, without prejudice to any other right or remedy available to Clock Tower People Ltd, Clock Tower People Ltd may:

6.5.1. store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage; or

6.5.2. sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the Price or charge the Buyer for any shortfall below the Price under the Contract.

6.6. Any charges quoted for delivery of the Goods including transport, packaging and insurance are approximate only and Clock Tower People Ltd shall not be liable for any changes to the charges quoted however caused.

7. RISK AND PROPERTY

7.1. Risk of damage to or loss of the Goods shall pass to the Buyer:

7.1.1. in the case of Goods to be delivered at Clock Tower People Ltd's premises, at the time when Clock Tower People Ltd notifies the Buyer that the Goods are available for collection; or

7.1.2. in the case of Goods to be delivered otherwise than at Clock Tower People Ltd's premises, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when Clock Tower People Ltd has tendered delivery of the Goods.

7.2. The property in the Goods shall not pass to the Buyer until Clock Tower People Ltd has received in cash or cleared funds payment in full of the Price and all other goods agreed to be sold by Clock Tower People Ltd to the Buyer for which payment is then due.

7.3. Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as Clock Tower People Ltd's fiduciary agent and bailee, and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected

and insured and identified as Clock Tower People Ltd's property, but shall be entitled to resell or use the Goods in the ordinary course of its business.

7.4. Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold), Clock Tower People Ltd shall be entitled at any time to require the Buyer to deliver up the Goods to Clock Tower People Ltd and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.

8. WARRANTIES

8.1. Subject to the conditions set out in clauses 8, 9 and 10 Clock Tower People Ltd warrants that the Goods will correspond with the Specification at the time of delivery and will be free from defects in material and workmanship for a period of 12 months from the date of their initial use or 12 months from delivery, whichever is the first to expire or such other period specified in the Order or subsequently agreed between the parties in writing.

8.2. The above warranty is given by Clock Tower People Ltd subject to the following conditions:

8.2.1. Clock Tower People Ltd shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Buyer;

8.2.2. Clock Tower People Ltd shall be under no liability in respect of any defect arising from fair wear and tear, willful damage, negligence, abnormal working conditions, failure to follow Clock Tower People Ltd's instructions (whether oral or in writing), misuse or alteration or repair of the Goods without Clock Tower People Ltd's approval;

8.2.3. Clock Tower People Ltd shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total Price has not been paid by the due date for payment;

8.2.4. the above warranty does not extend to parts, materials or equipment not manufactured by Clock Tower People Ltd, in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to Clock Tower People Ltd.

8.3. Clock Tower People Ltd will not be liable for any loss whether direct or indirect or consequential or loss of profit or any damage as a result of:

8.3.1. any inaccurate or insufficient information or technical background given to Clock Tower People Ltd;

8.3.2. any failure to comply strictly with the instructions, advice or recommendations given to the Buyer by Clock Tower People Ltd;

8.3.3. any use or application of the Goods for any purpose other than those detailed in the Specification or advised by Clock Tower People Ltd

by the Buyer or any of its employees, agents or sub-contractors.

8.4. Subject as expressly provided in these Conditions, and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

8.5. Where the Goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) the statutory rights of the Buyer are not affected by these Conditions.

8.6. Any claim by the Buyer which is based on any defect in the quantity, quality or condition of the Goods or their failure to correspond with the Specification shall be notified to Clock Tower People Ltd within 7 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the Buyer does not notify Clock Tower People Ltd accordingly, the Buyer shall not be entitled to reject the Goods and Clock Tower People Ltd shall have no liability for such defect or failure.

8.7. Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet the Specification is notified to Clock Tower People Ltd in accordance with these Conditions, and provided the Goods are returned to Clock Tower People Ltd's premises carriage paid Clock Tower People Ltd will at its option either replace the Goods (or the part in question) free of charge or refund to the Buyer the Price of the Goods (or a proportionate part of the price), but Clock Tower People Ltd shall have no further liability to the Buyer.

8.8. Except in respect of death or personal injury caused by Clock Tower People Ltd's negligence, Clock Tower People Ltd shall not be liable to the Buyer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of Clock Tower People Ltd, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer and the entire liability of Clock Tower People Ltd under or in connection with the Contract shall not exceed the Price, except as expressly provided in these Conditions.

9. INTELLECTUAL PROPERTY INDEMNITY

9.1. If any claim is made against the Buyer that the Goods infringe or that their use or resale infringes any intellectual property rights of any other person, then unless the claim arises from the use of any drawing, design or specification supplied by the Buyer, Clock Tower People Ltd shall reimburse the Buyer against all reasonable loss and damages awarded against or incurred by the Buyer in connection with the claim, provided that Clock Tower People Ltd is given full control of any proceedings or negotiations in connection with any such claim and the Buyer shall give all assistance to Clock Tower People Ltd as it may require and take such steps as Clock Tower People Ltd may reasonably require to mitigate or reduce any such loss, damages, costs or expenses for which Clock Tower People Ltd is liable to indemnify the Buyer under this clause.

10. BUYERS INDEMNITY

10.1. The Buyer shall indemnify Clock Tower People Ltd and keep it indemnified for the duration of the Contract against all injury (including death) to any persons and any loss and/or damage as a result of any act, default or negligence by the Buyer and its employees or agents (other than Clock Tower People Ltd or its sub-contractors) and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

11. INSOLVENCY OF BUYER

11.1. If the Buyer makes any voluntary arrangement with its creditors or becomes bankrupt or becomes subject to an administration order or goes into liquidation or Clock Tower People Ltd reasonably apprehends that any of the events mentioned above is about to occur then Clock Tower People Ltd shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

12. GENERAL

12.1. Clock Tower People Ltd shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of Clock Tower People Ltd's obligations in relation to the Goods, if the delay or failure was due to any cause beyond Clock Tower People Ltd's reasonable control.

12.2. Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that party as its registered office or principle place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

12.3. No waiver by Clock Tower People Ltd of any breach of the Contract by Clock Tower People Ltd shall be considered as a waiver of any subsequent breach of the same or any other provision.

12.4. If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

12.5. The Contract and its performance shall be governed by the laws of England, and Clock Tower People Ltd agrees to submit to the non-exclusive jurisdiction of the English court.

Valid from 2012 onwards