8 September 2010

ROPER INDUSTRIES LIMITED t/a AMOT/CHALWYN

Standard Terms and Conditions of Sale

1. The Contract

1.1 In these conditions, the contract means your purchase order for goods or services as accepted by us by email or other electronic means. If the goods are to be delivered, or the services performed, by instalments, each instalment will constitute a separate contract.

1.2 Unless otherwise agreed by us in writing, these conditions will apply to all quotations issued by us and the supply of all goods and services by us to the exclusion of any terms or conditions of yours, and supersede any previous terms of trade between us. In the event of any conflict or inconsistency between these conditions and any other terms of the contract, these conditions will prevail.

1.3 Once so accepted by us, your purchase order cannot be cancelled, postponed or altered in any way, without our prior written consent.

1.4 No person acting on our behalf has any authority orally to add to or vary any of the terms of the contract or to waive any of our rights under it. No such addition or variation shall have any effect unless confirmed by the issue [by email or other electronic means] of our changed order acknowledgement. No such waiver shall have any effect unless agreed by us in writing, nor will such waiver be considered to constitute a general waiver of those or any other such rights.

1.5 You may not assign or otherwise transfer the contract without our prior written consent, and no-one other than you and your permitted assignees will have any rights under the contract, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

1.6 The contract will be governed by the laws of England, and you agree to the exclusive jurisdiction of the English Courts in all matters relating to it. All communications between us in relation to our goods or services or the contract will be in English.

2. The Goods and Services

2.1 Since we continuously try to improve the quality and performance of our goods, they will be subject to changes in design, materials, components and finishes at our discretion. You will accept the goods subject to such variations in dimensions, materials, components and finishes as are within applicable normally accepted manufacturing tolerances.

2.2 Whilst the goods and services will comply with all applicable standards and other regulatory requirements in the United Kingdom, we will not be responsible for ensuring that they comply with any such requirements elsewhere, which will be your responsibility. In particular, but without limitation, where the goods comprise any equipment, protective system or device to which Directive 94/9/EC or equivalent or similar regulation anywhere else in the world is applicable, you are authorised as our representative to, and will promptly at your own expense, prepare, copy to us both electronically and in hard copy, use and promulgate to all those by which any of those goods are put on the market or are intended to be put into service in potentially explosive atmospheres, a written translation of all our applicable instructions and information in the English

language supplied to you or contained for the time being on our websites www.amot.com [and www.chalwyn.com] into the language or languages of the country or countries in which the goods are to be used.

2.3 You acknowledge that all intellectual property rights, including unregistered design right, copyright, registered designs and patents in the United Kingdom, and other similar rights elsewhere, in all our goods and their drawings, designs and specifications, will belong to us absolutely, and you will at our expense take such steps as we may reasonably request to establish, prosecute and defend those rights.

3. Delivery and Performance

3.1 Except as otherwise agreed by us in writing, all goods will be delivered ex our works in the United Kingdom, unloaded and packed for overland transport, during our normal business hours, and at your written request and expense, and without liability to you, we will use reasonable efforts to make such arrangements on your behalf for the further packing, collection and carriage of the goods to such address as you request.

3.2 Whilst we will use reasonable efforts to do so, we will not be obliged to comply with any delivery procedures of yours. We will be entitled to release the goods for collection by any carrier notified in writing to us who purports to be collecting them on your behalf.

3.3 Unless otherwise agreed by us in writing, part deliveries are permitted.

3.4 We will use our reasonable efforts to deliver the goods or perform the services on any date or within any period for delivery or performance agreed by us, but time for delivery or performance will not be of the essence, and we will not be liable for any loss or expense whatsoever caused by late delivery or performance. In any event, we reserve the right to cancel all or any part of the contract or suspend or delay delivery or performance or all or any of the goods or services, without liability to you, if the delivery of the goods or performance of the services is prevented or delayed because of any circumstances beyond our reasonable control.

3.5 Except as otherwise agreed by us in writing, the risk of loss or deterioration of or damage to the goods and the property in the goods will pass to you on delivery, but this will not prevent us from exercising any applicable right of stoppage of the goods in transit. You will inspect the goods for apparent damage within [7 days], and we will not be liable for any such damage not reported to us in writing within [10 days], of delivery ex works or arrival at your requested destination, whichever is the earlier.

3.6 We will not be liable for any shortage in the goods as delivered, unless it is notified to us in writing within 7 days of delivery, or complete non-delivery of the goods, unless it is notified to us in writing within 7 days of date of invoice.

3.7 You will ensure that on and from the date, as notified to you, that we will commence performance of the services and until such performance and any applicable testing is complete, we will have sufficient access and reasonable working conditions and there is an adequate supply of electricity for those purposes at your nominated site.

3.8.1 If you are unable or unwilling to accept delivery of the goods in accordance with these conditions on the delivery date notified to you, we may retain the goods and arrange for or provide for their storage and insurance as we think appropriate, at your expense. Where we provide such storage, we will be entitled to charge you at our then current standard rates for storage. The appropriation or despatch of any of the goods for storage in accordance with this condition will be treated as

constituting their delivery to you in accordance with the contract for all the purposes of these conditions.

3.8.2 If you are unable or unwilling for any reason to accept performance of the services in accordance with these conditions on the date notified to you, we will use our reasonable efforts to perform the services as soon as practicable following your confirmation, by not less than 14 days notice in writing, of the date on which you will be ready. If that date is more that 30 days later than the date notified to you, we will be entitled to invoice you and be paid for the services as if they had been completed, and to invoice you following performance for any additional cost or expense of performance resulting from the delay.

4. Prices and Payment

4.1 The prices for the goods and services will be those last notified in writing to you at the date of our receipt of your order, except that where we have issued a quotation to you, any prices quoted will be valid for orders placed by you within 30 days from the date of quotation, or as otherwise agreed by us in writing.

4.2 Except as otherwise agreed by us in writing, the prices for the goods are ex works, and all costs of carriage will be charged extra.. Any applicable VAT will be charged extra. All queries on our invoices must be made within 30 days of the date of invoice, after which you will be considered to have accepted them.

4.3 Unless otherwise agreed by us in writing, the prices for the goods and services and all other sums due to us will be payable within 30 days of the date of invoice. You are not entitled to any discount for early payment. All sums due to us will be paid in full and without any deduction or set-off whatsoever.

4.4 If you fail to pay any sum to us by the due date, or you make a voluntary arrangement with your creditors, have a receiver appointed, or a petition is presented for your administration, winding-up or bankruptcy, or you enter into liquidation, or take or suffer any analogous action, or we have reason to believe that you will be unable to pay your debts to us as they fall due, all sums owed by you will become immediately due and payable, and we will be entitled to require payment in full prior to further manufacture or delivery of the goods or performance of the services, or to cancel, suspend or terminate all or any further manufacture or delivery of the goods or performance of the services, without incurring any liability to you.

4.5 We may charge you interest on any sums not paid to us by the due date at the rate of 1% per whole or part month, and you will reimburse us for all debt collection and legal costs and expenses incurred by us in attempting to recover such sums. We may treat any sums received from you as being in payment first of any such costs and expenses, then interest accrued, and then all other amounts owed to us in date order, starting with the oldest, regardless of any disputes or your attribution of payment to any particular invoices.

5. Warranty and Liability

5.1.1 We will at our option and expense rectify or replace such of the goods as are shown to our reasonable satisfaction to contain defects in design, materials or workmanship or rectify or refund our charge to you for such of the services as are shown to our reasonable satisfaction not to have been of satisfactory quality, within the terms of our applicable specifications, provided that, as applicable:

(i) the alleged defects or deficiencies have been notified in writing to us within one year, or such other warranty period as we may have stipulated in our quotation or on our website or agreed

in writing, from the date of delivery or performance, and the goods have promptly at your expense been returned to our works in the United Kingdom;

(ii) the goods have at all times following delivery been kept in suitable conditions, and have been properly installed and maintained and used under normal operating conditions;

(iii) if requested, we have been given reasonable access to the site or sites where the goods have been kept or used and their maintenance and technical records, or to the products in relation to which the services have been performed;

(iv) to the extent that the due dates for payment have occurred prior to your having notified us of the alleged defects or deficiencies, you have paid our invoices for the goods or services in full.

5.1.2 If any of the goods or services concerned prove to our reasonable satisfaction not to be or have been defective, we will be entitled to make a reasonable charge for our time spent and expenses incurred in establishing whether or not they are or were defective.

5.2 Where the goods or any of their components are not proprietary to us, we will to the extent that we are able to do so, transfer to you the benefit of whatever warranties and other rights as to defective products we have against the suppliers.

5.3 Any goods so returned to us will nevertheless remain your property and at your risk, pending the outcome of your allegations.

5.3.1 Except as stated in these conditions, we will not be liable for any claim, loss, damage or expense or whatever nature suffered or incurred by you, and you will indemnify us fully against any claims made by third parties, in respect of the goods or services or otherwise arising from the contract. Our total liability for all such matters will in any event be limited to the price of the goods or services concerned. Nothing contained in the contract will, however, be treated as excluding or restricting any liability on our part for death or personal injury resulting from our negligence.

5.4 Except as stated in these conditions, and to the fullest extent permitted by law, all conditions, warranties and representations, whether express or implied, statutory or otherwise in relation to the goods (other than such as relate to title to the goods) and services are excluded.

5.5 You will ensure that where we are performing the services at any site (other than our works) required by the contract, the site and its working conditions are not prejudicial to the health and safety of our personnel, or the personnel of our agents or contractors, and you will indemnify us against any claim, loss, damage or expense or injury of whatever nature suffered or incurred by us or any such personnel or any third parties, arising from or in respect of the performance of the services at the site, otherwise than as a result of our negligence.

5.6 You acknowledge that our prices for the goods and services are based upon these conditions, and accordingly that you accept the above limitations on and exclusions of liability in exchange for those prices.

Edition September 2010