STANDARD TERMS AND CONDITIONS OF PURCHASE

These Terms and Conditions shall govern any agreement concluded in writing in relation to the supply of Materials or Services by Seller to Buyer on the terms and conditions specified in this Order.

1. DEFINITIONS

1.1 "Buyer" means the person(s) or entity(-ies) with which Seller places this Order and any permitted assigns.

1.2 "Seller" means the person(s) or entity(-ies) identified in the Transaction Details to perform the Services or supply the Materials hereunder.

1.3 "Materials" means the materials, items, parts, commodities, or goods to be sold to Buyer by Seller under this Order.

1.4 "Services" means: (a) in cases where this Order relates to the purchase of services by Buyer, all of the services described in the Transaction Details to be performed by Seller hereunder; and (b) in cases where this Order relates to the sale of services by Seller to Buyer, all of the services described in the Transaction Details to be supplied by Seller hereunder.

1.5 "Buyer's Property" means any materials, items, parts, commodities, or goods supplied by the Buyer to the Seller for any reason.

1.6 "Purchaser" means the government, governmental agency, or political body that has authorized this Order.

1.7 "Term of this Order" means the period beginning upon the date of this Order and ending on the date of this Order plus thirty days after delivery, if the delivery date is prior to the date of this Order.

2. QUOTATIONS

2.1 All materials and services submitted pursuant to this Order shall be in accordance with the terms and conditions specified in this Order.

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3. ASSURANCE OF TITLE

3.1 Seller shall warrant that all materials and services supplied to Buyer shall be free from all defects in title and shall conform to specifications and draws, plans, or other descriptions to the extent of the requirements hereunder.

4. DELIVERY

4.1 Seller agrees to supply and Buyer agrees to purchase the Materials or Services, and the Buyer shall pay the Price accordingly.

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5. ACCEPTANCE

5.1 Seller shall deliver the Materials to Buyer, or perform the Services, at the Place of Delivery and the Time of Performance specified in this Order. Buyer shall have the right to inspect the Materials or perform the Services in accordance with this Order.

5.2 Any Materials delivered in excess of this Order, whether paid for or not and (a) where the same is not accompanied by a delivery note or invoice, or (b) any Materials delivered prior to the Time of Performance as specified in this Order, shall be deemed to be excess and may be rejected by Buyer.

6. INSPECTION

6.1 Buyer shall have the right to inspect the Materials or perform the Services at any time during the Time of Performance as specified in this Order. Buyer may inspect the Materials at any reasonable time and place as specified in this Order.

7. REJECTION AND RETURN

7.1 Buyer's rejection of any Materials shall be made in writing within thirty (30) days after delivery, and Buyer shall have the right to return any Materials that are damaged, defective, or nonconforming to specifications and draws, plans, or other descriptions.

8. PAYMENT

8.1 Seller shall invoice Buyer for all Materials or Services within 7 days of Delivery. Buyer shall, unless otherwise agreed in writing with Buyer, pay the Price for the Materials or Services within thirty (30) days of delivery.

9. TAXES

9.1 Buyer shall be responsible for any taxes or duties levied on or in connection with the supply of Materials or performance of Services hereunder.

10. DEFINITION OF "GOODS OR SERVICES NOT AVAILABLE (GO)"

10.1 "GOODS OR SERVICES NOT AVAILABLE (GO)" means the person(s) or entity(-ies) with whom Buyer places this Order and any permitted assigns.

11. INSURANCE

11.1 In relation to the supply of Materials under this Order; from the date of this Order, it shall be the obligation of Buyer to ensure that it holds the necessary insurance coverage for all risks incident to the supply of Materials under this Order.

12. TERMINATION OF BID BY BUYER

20.1 If Seller's does not comply with the material terms of the Order or agrees to the terms and conditions hereof and the Order is terminated, Buyer may take possession of the Materials and/or Services on the terms and conditions specified in this Order.

20.2 A termination of this Order shall not prejudice Buyer's rights or remedies under this Agreement.

21. PRECEDENCE

21.1 Unless otherwise agreed in writing by the Buyer this Order shall govern any agreement concluded in writing in relation to the supply of Materials or performance of Services by Seller to Buyer.

22. FORCE MAJEURE

22.1 Buyer shall not be liable for a failure or delay in taking delivery of the Materials or Services hereunder, if the failure or delay is caused by or relating to Seller's failure to pay such taxes, duties and other governmental charges.

23. INDEMNITY

23.1 The Seller hereby indemnifies and holds harmless the Purchaser from and against all claims, demands, actions, judgments, suits, losses, damages, costs, judgments, and expenses, including reasonable attorneys' fees and costs incurred in connection with any claims or causes of action arising out of or in any way connected with the performance of the Services hereunder.

24. LEGAL TENDER

24.1 The legal tender for all monies due under this Order shall be the United States dollar.

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26. MISCELLANEOUS

26.1 Buyer may, at any time, with or without cause and with or without notice, change any term of this Order or proceed under, or make any other modification to, this Order.

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28.1 The terms and conditions of this Order shall be governed by and construed in accordance with the laws of the United Kingdom. If any term of this Order shall be held to be invalid, illegal or unenforceable, the invalidity, illegality or unenforceability of such term shall not affect the validity, legality or enforceability of any other term of this Order.

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