1. OFFER, CONFIRMATION AND AGREEMENT
(a) An offer of TP Vision United Kingdom Limited (the "Terms and Conditions") apply to and form an integral part of all quotations and offers made by TP Vision United Kingdom Limited ("TP Vision"); all acceptances, acknowledgements and confirmations by TP Vision of any orders by Buyer and any agreements ("Agreements") regarding the sale by TP Vision and purchase by Buyer of any Products, or delivery or services ("Products"), unless and to the extent TP Vision expressly agree otherwise in writing.

(b) Any terms and conditions set forth on any document or documents issued by Buyer either before or after issuance of any document by TP Vision may be revoked at any time prior to the receipt of TP Vision by Buyer and/or its representative of acceptance thereof.

2. PRICING
Prices in any offer, confirmation or Agreement are based on delivery Ex-Works (INCOTERMS latest version) TP Vision's manufacturing facilities in Europe, or other location as mutually agreed otherwise in writing between Buyer and TP Vision and do not include any taxes. Unless otherwise mutually agreed otherwise in writing between Buyer and TP Vision, all Products will be delivered to Buyer Free On Board (F.O.B.) at TP Vision's manufacturing facilities in Europe, or other location as mutually agreed otherwise in writing between Buyer and TP Vision, and all costs and expenses of delivery of any Products until delivery to Buyer, unless agreed otherwise in writing between Buyer and TP Vision, shall be for the account of Buyer. TP Vision will add, taxes, and duties similar to the sales price where TP Vision is required or enabled by law to pay or charged for such taxes and duties and these will be paid by Buyer together with the price.

3. PAYMENT
(a) Unless agreed otherwise between TP Vision and Buyer in writing, TP Vision will send an invoice to Buyer on the day following the delivery of the Products, net of any discount which may be applicable and at the prices set forth in the Agreement. Invoices will be accepted only in sterling, unless otherwise agreed in writing. All payments shall be made to the designated address. If deliveries are made in installments, each installment may be separately invoiced. Payment of part of the invoice for goods not delivered or on delivery of goods not invoiced is not allowed for early payment unless agreed to in writing by TP Vision. In addition to other rights, TP Vision, to the extent permitted by applicable law, will have a reasonable time to receive all outstanding amounts due and, in the event of delay in payment, interest will accrue on all late payments at the rate set out in the Late Payments of Debts (Interest) Act as amended from time to time, at the applicable rate.

(b) All deliveries of Products agreed to by TP Vision shall at all times be subject to credit approval of TP Vision. If, in TP Vision's judgment, Buyer's financial condition at any time does not justify production or delivery of Products on the above terms, or if payment in advance or other payment terms as a condition of delivery, TP Vision may suspend, delay or cancel any credit, delivery or any other performance by TP Vision.

(c) Buyer shall pay for all Products delivered to Buyer, by Buyer or any employee, agent or representative of Buyer, whether delivered by TP Vision or otherwise, within thirty (30) days of date of invoice. Buyer acknowledges that all technical, commercial and financial data and information disclosed by TP Vision to Buyer is the confidential information of TP Vision and TP Vision's licensors and suppliers and that it is the property of TP Vision and such licensors and suppliers and is to be held in strictest confidence by Buyer and Buyer's customers, agents or representatives and is in lieu of all other warranties, whether express or implied, including without limitation any implied warranties of fitness for a particular purpose, merchantability, or non-infringement of intellectual property rights. All other warranties, whether express or implied, are hereby disclaimed by TP Vision.

(d) Subject to the exclusions and limitations set forth in Section 9 of the Terms and Conditions, the foregoing states the entire liability of TP Vision in connection with defective or non-conforming Products supplied hereunder.

4. INTELLECTUAL PROPERTY RIGHTS INDEMNITY
(a) TP Vision shall be indemnified by Buyer against all claims, suits, actions, and proceedings brought by a third party against Buyer to the extent that the proceeding includes a claim that any Product supplied by TP Vision infringes any patent, trade mark, or trade secret, and/or (b) hold Buyer harmless against damages and costs awarded by final judgment in such proceeding to the extent directed by TP Vision. In any such case, Buyer shall promptly notify TP Vision of any such claim; and (i) give the sole right to settle and direct the investigation, preparation, defense and settlement of such claim, including the appointment of counsel and the settlement or assistance and cooperation by Buyer in such investigation, preparation, settlement and defense; (ii) if the claim is made after a period of three (3) consecutive months or (iii) TP Vision's opinion is likely to become, the subject of a claim of infringement as referred to in Section 8 (a) above, pay the full cost of defending such claim up to Buyer's sole and exclusive option, to: (i) procure for Buyer the right to continue to use or sell the Product, (ii) provide replacement Product, or (iii) modify the Product in such a way as to make the modified Product non-infringing; or (iv) terminate any Agreement to the extent related to such Product.

5. LIMITATION OF LIABILITY
IMPACT ON PRICING
Any event or set of events, whether actual or constructive, which is outside the control of Buyer and for a period of twelve (12) months, shall not constitute the entire liability of TP Vision to Buyer and Buyer's sole remedy with respect to any actual or alleged infringement of any intellectual property rights or any other proprietary rights of any kind.

6. LIMITATION OF LIABILITY
DISCLAIMER
(a) TP Vision warrants that under normal use in accordance with the applicable user manual the Products, (excluding any software that is not embedded in a Product by TP Vision) shall, at the time of delivery to Buyer, be: (i) free from defects in materials and workmanship for a period of twelve (12) months, (ii) shall not exceed 125% of the then current market value at the time of delivery, (iii) will meet all applicable specifications as TP Vision has agreed to in writing, as applicable. TP Vision's sole and exclusive obligation, and Buyer's sole and exclusive remedy, with respect to the non-conformance of a Product to TP Vision's option, either to the repair or replacement of defective or non-conforming Product or to an appropriate credit for the purchase price of the Product to Buyer, at TP Vision's option. In no event shall TP Vision's liability with respect to such a failure as set forth above, the performance of the Product to Buyer exceed the repair, replacement or any other relief or other action to safeguard its possibility to have recourse on the other party.

B. WITHOUT PREJUDICE TO ANY RIGHTS OR REMEDIES TP Vision MAY HAVE UNDER ANY LAW OR AGREEMENT, TP Vision'S LIABILITY UNDER THIS SECTION 9 IS LIMITED TO THE GREATER OF: (a) THE AMOUNT PAID BY BUYER UNDER THE AGREEMENT OR ANY PART THEREOF; (b) THE AMOUNT PAID BY ANY THIRD PARTY TO TP Vision FOR REPAIR, REPLACEMENT OR OTHER RELIEF OR TO TAKE ANY ACTION TO SAFEGUARD ITS POSSIBILITY TO HAVE RECOURSE ON THE OTHER PARTY.

7. CONTRACTUAL RELATIONSHIP
(a) TP Vision will have a reasonable time to repair, replace or refund the amount paid by Buyer, but, subject to the provisions set forth herein, shall only provide a non-exclusive and non-transferable license to Buyer under and in relation to all TP Vision's current and future affilated intellectual property rights ("TP Vision's IP") in the territory to use and resell Products and these will be paid by Buyer together with the price. TP Vision will add, taxes, and duties similar to the sales price where TP Vision is required or enabled by law to pay or charged for such taxes and duties and these will be paid by Buyer together with the price.

(b) To the extent that software and/or documentation is embedded in or delivered with a Product, the sale of such Product shall not constitute the transfer of any copyright or other intellectual property rights to Buyer, but, subject to the provisions set forth herein, shall only imply a non-exclusive and non-transferable license to Buyer under TP Vision's current and future software and/or documentation rights, in each case in conjunction with and as embedded in or delivered with the Products as supplied by TP Vision at the time of delivery to Buyer, and subject to the provisions set forth herein, shall only imply a non-exclusive and non-transferable license to Buyer under TP Vision's current and future software and/or documentation rights, in each case in conjunction with and as embedded in or delivered with the Products as supplied by TP Vision at the time of delivery to Buyer. The products are provided 'as is' and 'where is' and without warranty of any kind, express or implied.

(c) Buyer shall not rent, sell, lease, transfer, disclose, or otherwise make available such software; (c) merge or incorporate such software with or into any other software; or (d) reverse assemble, disassemble, or decompile the source code for such software without authorization from TP Vision except as explicitly allowed under applicable law. Buyer shall require that its employees, agents, representatives, and any third party with access to Buyer's software maintain the confidentiality, and use the software for the sole purpose of using the Products as supplied under the Agreement or under any other agreement between Buyer and TP Vision.

(d) Buyer shall not access any source code for such software without written authorization from TP Vision. TP Vision will provide all necessary assistance and cooperation by Buyer in writing.

(e) Buyer acknowledges that all technical, commercial and financial data and information disclosed by TP Vision to Buyer is the confidential information of TP Vision and TP Vision's licensors and suppliers and that it is the property of TP Vision and such licensors and suppliers and is to be held in strictest confidence by Buyer and Buyer's customers, agents or representatives and is in lieu of all other warranties, whether express or implied, including without limitation any implied warranties of fitness for a particular purpose, merchantability, or non-infringement of intellectual property rights. All other warranties, whether express or implied, are hereby disclaimed by TP Vision.