

1 INTERPRETATION

1.1 Definitions:

1.1.1 "The Company" means Update Technology Limited, registered in Ireland Company No. IE145761.

1.1.2 "Purchase Order" means the contract between the Company and the Supplier which incorporates these conditions, the requirements set out in the order documentation and the Supplier's acceptance thereof.

1.1.3 "Goods" means the goods and/or equipment and/or materials to be supplied under the Purchase Order and associated documentation;

1.1.4 "Purchase Order Price" means the price or prices (exclusive of VAT) accepted by the Company as payable to the Supplier for the supply of Goods or Services;

1.1.5 "Services" means all services to be provided and/or work to be undertaken by the Supplier under the Purchase Order other than the Goods;

1.1.6 "Specification" means the specifications, drawings, samples and patterns (if any) referred to or described in the Purchase Order against which the Goods and/or Services are to be supplied, and any modifications to them that may be agreed in writing by the company prior to delivery.

1.1.7 "The Supplier" means the person, firm or company who undertakes to supply the Goods and/or Services and their successors and/or permitted assignees;

1.1.8 "Warranty Period" means a period of twenty four (24) months or such other period stated in the purchase order, whichever is the longer, from the date on which the goods are actually delivered (if the goods are delivered in separate consignments, from the date on which the last consignment was actually delivered) and/or, as the case may be, the services are completed.

1.2 In these conditions references to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced. References to the singular shall include the plural and vice versa as the context admits or requires and the headings shall not affect the construction of these conditions

2 APPLICATION OF TERMS

2.1 These terms and conditions shall govern the Purchase Order at all times to the entire exclusion of all other terms and conditions including any Supplier terms and conditions supplied with the Goods or Services (including as printed on consignment notes or other documents) and the Supplier waives any right which it otherwise might have to rely on such other terms and conditions. The Purchase Order constitutes the entire agreement between the parties in relation to the supply of the Goods and/or provision of Services and the subject matter of the Purchase Order, and supersedes all prior negotiations, representations or agreements (whether written or oral) related thereto and cannot be modified without the express written consent of a Director of the Company.

3 SPECIFICATION

3.1 Without prejudice to or limitation of the Company's statutory rights, the Goods and/or, as the case may be, Services supplied shall be new and comply in all aspects with the Specification, and if no Specification is referred to in the Purchase Order, the Goods and Services shall be of the best quality, fit for the intended purpose, design, material and workmanship and appropriate for the purpose (if any) specified by the Company or otherwise expressly or impliedly known to the Supplier, as well as, in connection with Services, be performed with all reasonable skill and care.

3.2 The Supplier agrees to indemnify and save harmless the Company from all actions, proceedings, liabilities, claims and demands together with all costs, losses, damages or expenses (excluding indirect or consequential losses or damages unless expressly stated to the contrary in the Purchase Order) awarded against, incurred, taken or issued against the Company as a result of a breach by the Supplier of clause 3.1 or any other term or condition of the Purchase Order.

4. PROGRESS AND INSPECTION

4.1 The Supplier shall give the Company's representative access at all reasonable times to its premises and allow them to inspect and examine the Goods both during and after their manufacture and the materials being used in their manufacture and/or the Services to ensure the Supplier is complying with its obligations under the Purchase Order. Notwithstanding any such inspection, the Supplier shall remain fully responsible for the provision of the Goods and/or Services and any such inspection shall not diminish or otherwise affect the Supplier's obligations under this Purchase Order or any of the Company's remedies under the Purchase Order.

5 DELIVERY

5.1 The Supplier shall deliver the Goods and Services carriage paid in accordance with the instructions shown on the Purchase Order and any specified delivery date and time of delivery shall be of the essence of this Purchase Order. The Supplier shall not deliver any Goods until he has agreed with the Company the proposed method of delivery, unloading and storage. Signing of the delivery advice note is not proof of the acceptability of the Goods or Services notwithstanding anything to the contrary stated within the delivery note.

5.2 The Supplier shall deliver the Goods and/or provide the Services on or before the date or dates stated within the Purchase Order.

6 INVOICES

6.1 Invoices must be provided to the Company in accordance with any specific instructions contained in the Purchase Order. All invoices shall clearly show the Company's Purchase Order number, delivery advice note number(s) and comply with all VAT and other statutory requirements, with prices as per the Purchase Order Prices and attaching the relevant signed delivery notes. Unless otherwise agreed in writing, invoices must be submitted no earlier than the delivery date of each consignment of Goods and/or, as the case may be, completion of the Services. Failure to comply with these provisions shall render the Supplier's invoice invalid.

7 PAYMENT

7.1 The Company shall pay the Supplier the Purchase Order Price in respect of Goods and/or Services which have been provided and accepted in accordance with these conditions and for which the Company has received a valid and correct invoice complying fully with the requirements of clause 6, sixty (60) days from the month end of the month in which a valid invoice is received by the Company.

7.2 The submission of a valid and correct invoice together with all necessary supporting documentation shall be a condition precedent to the Company's obligation to make payment to the Supplier of sums due under these conditions.

7.3 No increase in price shall be paid unless notified to and accepted by the Company in writing prior to delivery and, unless otherwise provided in the Purchase Order, no charge shall be paid for packing cases and materials or for delivery to the specified place of delivery. The Purchase Order Price shall constitute full compensation to Supplier for the Goods and/or Services.

7.4 Payment by the Company of the Purchase Order Price (or any part thereof) shall not constitute an admission by the Company as to the proper performance by the Supplier of its obligations under the Purchase Order.

7.5 In the event of late payment by the Company to the Supplier the Supplier shall be entitled to 3% simple interest per annum for the period of delay which the Parties agree is a substantial remedy.

8 REJECTION AND REPLACEMENT

8.1 Without prejudice to or limitation of all statutory rights the Company may, within the Warranty Period, notwithstanding the use or continued use by the Company or others of the Goods and/or Services, reject by notice in writing (without liability to the Company) any Goods and/or Services which are not in accordance with the requirements of the Purchase Order.

8.2 Without prejudice to the Company's other rights and remedies, the Supplier shall immediately upon demand refund the Purchase Order Price of the rejected Goods or Services and in any event indemnify the Company against all direct costs and expenses incurred by the Company as a result of the Supplier's original supply of the rejected Goods or Services (including without limitation warehousing, handling and carriage costs and expenses).

8.3 At the Company's request the Supplier shall remove rejected Goods or Services within seven days of the date of the Company's notice of rejection, failing which the Company may (at this sole option) deliver them to the Supplier, in either case at the Supplier's cost and risk.

9 WARRANTY

9.1 Without prejudice to the Company's other rights and remedies, if during the Warranty Period, any defect occurs in any of the Goods and/or Services or the Goods and/or Services are not in accordance with any applicable statutory or regularity standards or otherwise defective, the Supplier shall as soon as practicable and in any event within a reasonable time as stipulated by the Company replace or repair such defective Goods or Services at its own expense. If the Supplier fails to replace or repair the defective Goods and/or Services, the Company may carry out work itself or engage a third party at the Supplier's expense to make the Goods and/or Services compliant with the terms of the Purchase Order.

9.2 Goods and Services replaced or repaired by the Supplier under this clause 9 shall be subject to a new warranty commencing on the actual date of delivery of the repaired or replaced Goods or Services and continuing for a new Warranty Period.

9.3 The Company may at its sole discretion assign the warranty (or any remaining period thereof) of goods and/or services provided by the Supplier to a Third Party by giving written notice of such to the Supplier and the Supplier shall honour the terms of such as though such Third Party is the Company.

10 TITLE AND RISK

10.1 Title in the Goods and/or Services including any design shall pass unconditionally to the Company when Goods and/or Services are delivered to the Company. The Supplier shall not permit the creation of, and shall promptly discharge any lien, charge or other encumbrance created in or over the Goods and/or Services and shall not enter into any agreement with any third party as shall prevent the Company acquiring clean title thereto.

11 SET OFF

11.1 Without prejudice to the Company's other rights and remedies, if the Supplier is in breach of its obligations under this Purchase Order, the Supplier shall upon demand pay or allow to the Company such sum as is fair and reasonable in respect of any losses, damages, costs and expenses which the Company has suffered or may become liable for by reason thereof. Such amount may be deducted from any amount, which would otherwise be due to the Supplier under the Purchase Order (or any other contract between the Company and the Supplier).

12.1 The Supplier shall comply in all respects with the law and all applicable rules and regulations without prejudice to the generality of the foregoing the Supplier shall comply with the provisions of all relevant health and safety and environmental legislation. Nothing contained in the Purchase Order limits or modifies the Company's statutory rights. Without prejudice to or limitation of the Company's other rights, if the Supplier does not fulfil its responsibilities and obligations under the Purchase Order he shall indemnify the Company against all costs for which the Company becomes liable and for which it would not otherwise be liable. The Purchase Order and these terms and conditions shall be subject to the Law of Ireland.

13 CONFIDENTIALITY

13.1 The Supplier shall keep in strict confidence all technical or commercial information, all Specifications, Purchase Orders, data, inventions, processes or initiatives and intellectual property which are of a confidential nature and have been disclosed by the Company or its agents and any other confidential information concerning the Company's business or its products which the Supplier may obtain and the Supplier shall restrict disclosure of such confidential information to such of its employees agents or sub-contractors as need to know the same for the purpose of discharging the Supplier's obligations to the Company and shall ensure that such employees, agents or sub-contractors are subject to no lesser obligations of confidentiality as bind the Supplier in respect of the Company's confidential information

13.2 In the event of a breach of Clause 13.1 by the Supplier any damages, losses, claims or costs paid or payable by the Company in consequence of such breach shall be fully reimbursed to the Company by the Supplier.

13.3 This clause 13 shall survive the termination of the Purchase Order irrespective of the reason for termination.

14 COMPANY PROPERTY

14.1 Materials, equipment, tools, dies, moulds, copyright, design rights or any other forms of intellectual property rights in all drawings, specifications and data supplied by the Company to the Supplier or not so supplied but used by the Supplier specifically in the manufacture of the Goods and/or performance of the Services shall at all times be and remain the exclusive property of the Company but shall be held by the Supplier in safe custody at its own risk and maintained and kept in good condition by the Supplier until returned to the Company and shall not be disposed of other than in accordance with the Company's written instructions, nor shall such items be used otherwise than as authorised by the Company in writing.

15 INTELLECTUAL PROPERTY RIGHTS

15.1 To the extent that, in the course of carrying out any feasibility study, work or other exercise or activity in respect of the performance of the Services and/or design, manufacture or supply of the Goods (whether or not requested by the Company), the Supplier and its employees, consultants or contractors generate new intellectual property rights (including without limitation patents, copyrights, database rights, design rights, registered designs, trade marks, service marks and know how and rights of a similar nature or effect wherever arising, and the rights to apply for any of the foregoing or other intellectual property rights), those rights throughout the world shall belong to the Company absolutely. The Supplier hereby agrees that such new intellectual property rights as described herein shall automatically vest in the Company.

15.2 The Supplier shall at the Company's request (and notwithstanding the termination of the Purchase Order) sign and execute and procure the signature and execution of all such documents and do all such acts as the Company may reasonably require to vest the legal title in, apply for, obtain and maintain in force in the Company's sole name (unless it otherwise directs) and to resist any objection or opposition to obtaining, and any petitions or applications for revocation of, and to bring any proceedings for infringement of any new intellectual property rights that arise pursuant to this clause 15.

15.3 The Supplier irrevocably undertakes that neither it nor any other person shall assert against the Company or any third party any moral rights in or relating to intellectual property rights that arise pursuant to this clause 15 and warrants that all such moral rights are irrevocably waived and extinguished. For the purpose of this clause "moral rights" shall have the meaning ascribed thereto by the Copyright and Related Rights Act 2000, the Patents Act 1992, and the Trade Marks Act 1996 (or any statutory amendment or re-enactment thereof) and all rights similar or corresponding thereto subsisting in any other country of the world from time to time.

15.4 For the avoidance of doubt this clause shall not apply to the intellectual property rights of the Supplier which are in existence prior to the date of this Purchase Order and to intellectual property rights which are created subsequently and which have not arisen pursuant to clause 15.1 and/or clause 15.3 and in respect to those other intellectual rights the Supplier hereby grants the Company an irrevocable, royalty-free, non-exclusive licence to copy and use any Supplier documents for the purpose related to the Purchase Order including but not limited to the maintenance, letting, sale, promotion, advertisement, reinstatement, refurbishment and repair of the Goods and/or Services.

16 INDEMNITY AND INSURANCE

16.1 In addition to the indemnity under clause 3.2 the Supplier shall be liable for and indemnify and hold harmless the Company from any and all losses and damages, of whatsoever nature and howsoever caused, to the Goods and any materials, equipment, or goods to be incorporated into the Goods until delivery of the Goods under clause 5.1

16.2 The Supplier shall be liable for and indemnify and hold harmless the Company from any and all personal injury or damage including all actions, demands, costs, charges and expenses (including legal fees) resulting from or relating to the supply or performance of the Goods and/or Services, provided, however, that nothing in this condition shall render the Supplier liable for any injury or damage resulting from any negligent act or omission of the Company, his servants or agents, or any other contractor employed by the Company.

16.3 Without limitation to the Supplier's liability, the Supplier shall procure and throughout the period of this Purchase Order maintain (or ensure that there is maintained) with a reputable insurer, a public liability insurance policy (including, without limitation, product liability cover) in respect of liability of the Supplier for injury to or death of any person or loss of or damage to any property arising out of the matters contemplated by this Purchase Order with a minimum amount of cover of three million Euros or such other amount expressly stated in the Purchase Order, whichever is the greater, for any one claim or series of claims arising from any event.

16.3 The Supplier shall, on demand, furnish to the Company copies of the relevant insurance policy and other relevant documents and evidence that all relevant premiums have been paid and that the relevant policy remains in force. If the Supplier fails to take out and keep in force or procure that there are taken out and kept in force such policy of insurance, then the Company shall, without prejudice to any of its rights under this Purchase Order or otherwise, be entitled (but not obliged) to procure such policy (either in part or in whole) that it shall consider necessary and to recover the cost of doing so (including administrative and other expenses) from the Supplier.

17 TERMINATION

17.1 In the event of the passing by the Supplier of a resolution for its winding-up or the making by a court of a competent jurisdiction of an order for the winding-up of the Supplier or the dissolution of the Supplier; or the making of an administration order in relation to the Supplier or the appointment of a receiver over, or the taking possession or sale by an encumbrancer of, any of the Supplier's assets; or the Supplier making an arrangement or composition with its creditors generally or making an application to a court of competent jurisdiction for protection from its creditors generally; or the Supplier ceasing or threatening to cease to carry on its business, the Company may, without prejudice to any other power of termination or to any rights or remedies it may have, terminate the Purchase Order forthwith by notice and the Supplier shall indemnify the Company against all losses, costs, expenses and damages for which the Company may incur or has incurred in consequence of such termination.

17.2 Without prejudice to the Company's right to obtain replacement Goods and/or Services per clauses 8 and 9 if the Supplier commits any breach of the Purchase Order and fails to remedy such breach within seven (7) days of being given written notice to do so by the Company; or the Supplier fails to perform its obligations under the Purchase Order with due diligence or to comply with the specified delivery times and dates. The Company may forthwith terminate the Purchase Order by written notice and shall thereupon be entitled to return to the Supplier's own risk and expense any of the Goods and/or Services already delivered but which cannot in the Company's opinion be effectively or commercially used by reason of the non-delivery of Goods and/or Services still undelivered and to recover any payments made to the Supplier in respect of the Goods so returned; and to recover from the Supplier any additional expenditure reasonably incurred by the Company in obtaining Goods and/or Services in lieu of those returned and those not delivered because of the termination of the Purchase Order.

17.3 The Company reserves the right to cancel the whole or any part of the Purchase Order at any time prior to delivery. In the event of cancellation the Company's liability shall be limited to the amounts payable for Goods delivered and/or Services performed at the date of cancellation or where Goods are manufactured, prefabricated or constructed specifically for the Purchase Order to such amounts of monies the Supplier has expended and is able to prove as being reasonable to the date of cancellation.

17.4 Termination of the Purchase Order shall not prejudice or affect any right or remedy, which has accrued or shall accrue thereafter to the Company. The Clauses which expressly or impliedly have effect after cancellation, shall continue to be enforceable notwithstanding cancellation.

18 ASSIGNMENT AND SUBCONTRACTING

18.1 The Supplier shall not assign, let, novate or transfer or charge the whole or any part of the Purchase Order or any benefit or burden thereunder without the prior written consent of the Company.

18.2 The Supplier shall not without the prior written consent of the Company create any trust in favour of any third party, including a factor, in respect of payments due to the Supplier from the Company.

18.3 The Company may assign the Purchase Order or any part of it to any person, firm or company. The Supplier shall not sub-contract any part of the Purchase Order without the written consent of the Company, except for raw materials, or as otherwise stated within the Purchase Order. Sub-contracting shall not relieve the Supplier of its responsibility for the whole of the work covered by the Purchase Order and for the timely execution thereof and the Supplier shall be responsible for the acts, defaults and neglects of its sub-contractors as fully as if they were the acts, defaults and neglects of the Supplier.

19 FORCE MAJEURE

19.1 The Company shall not be liable to the Supplier or deemed to be in breach of Purchase Order by reason of any delay in performance or any failure to perform any of its obligations in relation to the Goods or the Services, if the delay or failure was beyond the reasonable control of the Company including without limitation, acts of God, governmental actions, war or emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes whether or not relating to the either Party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

20 SEVERANCE

20.1 If any provision of the Purchase Order is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly unlawful, invalid, void, voidable, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness, be deemed severable and the remainder of such provision shall remain in full force and effect.

21 NO WAIVER

21.1 No conduct or failure by the Company to exercise or delay in exercising any right, term, condition or remedy under or in connection with the Purchase Order shall be considered as a waiver thereof. No single or partial exercise of any right, power or remedy shall preclude any subsequent full exercise thereof, or the exercise of any other right or remedy.

22. THIRD PARTIES

22.1 The parties to this Purchase Order do not intend that any term of this Purchase Order shall be enforceable by any reason to any party that is not a party to the Purchase Order. No third party shall have any right to enforce any term, condition, right or obligation of the Purchase Order other than permitted by prevailing legislation.