STANDARD TERMS OF SALE

1. DEFINITIONS

1.1 In these terms (i) "**Contract**" means any contract formed between the Supplier and the Customer for the sale and purchase of the Specimens; (ii) "**Customer**" means the entity that orders the Specimens from the Supplier; (iii) "**Defect**" means any non-compliance with the specification for a Specimen issued by the Supplier as at the date of the Order Acknowledgement; (iv) "**Delivery Point**" means the location for delivery of the Specimens as specified in the Order Acknowledgement or if not specified, as reasonably determined by the Supplier; (v) an "**Order Acknowledgement**" means a written order acknowledgement for specimens issued by the Supplier to the Customer that is accepted by the Customer in accordance with Clause 2.3 below; (vi) "**Specimens**" means the specimens described in an Order Acknowledgement; and (vii) "**Supplier**" means Sonaspection International Limited, a company incorporated in England and Wales under company registration number 02050101 whose registered office is at 1 Birdcage Walk, Westminster, London SW1H 9JJ, United Kingdom.

2. APPLICATION OF TERMS

2.1 Unless otherwise agreed in writing signed by the duly authorised representatives of the Supplier and the Customer, any Contract between the Supplier and the Customer shall be on these terms to the exclusion of all other terms and conditions including any which the Customer purports to apply under any purchase order, confirmation of order, specification or other document. No variation or addition to these terms shall have effect unless agreed in writing by a duly authorised representative of the Supplier.

2.2 No order placed by the Customer with the Supplier shall be deemed to be accepted by the Supplier acknowledging receipt of such order. Any order acknowledgement issued by the Supplier to the Customer shall be deemed to be an offer by the Supplier to supply Specimens to the Customer subject to these terms.

2.3 The Customer shall provide the Supplier with a written acceptance of any order acknowledgement. Any order acknowledgement shall be deemed to be accepted by the Customer when an acceptance of the order acknowledgement is issued by the Customer or (if earlier) when the Customer receives the Specimens from the Supplier.

3. DELIVERY OF SPECIMENS

3.1 The Supplier shall, at the Customer's expense, arrange for a delivery company to deliver the Specimens to the Delivery Point.

3.2 Any date specified by the Supplier for delivery of the Specimens is an estimate only and time shall not be of the essence for delivery of the Specimens. The Supplier shall not be liable for any loss (whether direct, indirect or consequential), costs, damages, charges or expenses caused by any delay in the delivery of the Specimens.

4. RISK AND TITLE IN SPECIMENS

4.1 Risk in the Specimens shall pass to the Customer at the time at which the delivery company takes possession of the Specimens.

4.2 Ownership of the Specimens shall not pass to the Customer until the Supplier has received in full all sums payable by the Customer to the Supplier in respect of the Specimens in cleared funds.

4.3 Until the Specimens are paid for in full, the Customer grants the Supplier an irrevocable licence to enter any premises where the Specimens are stored at any time to inspect or recover the Specimens, and the Customer´s right to possession of the Specimens shall cease immediately if any of the events listed in Clauses 7.1 or 7.2 occur.

5. WARRANTIES

5.1 The Supplier warrants that each Specimen shall upon delivery to the Delivery Point be free from Defects.

5.2 Upon receipt of the Specimens, the Customer shall promptly examine the Specimens for any Defects.

5.3 If the Customer discovers any Defects in any Specimens delivered to the Customer it shall provide the Supplier with written notice of such Defects as soon as possible and in any event within 50 days of delivery of the Specimens to the Delivery Point.

5.4 After giving notice pursuant to Clause 5.3, the Customer shall promptly return the Specimens to the Supplier at the Customer's expense for examination.

5.5 If the Supplier agrees that the Specimens returned to the Supplier pursuant to Clause 5.4 do contain Defects, the Supplier shall at its option repair or replace the Specimens or refund any sums paid to the Supplier by the Customer for the Specimens.

5.6 If the Supplier replaces the Specimens or refunds any sums paid for the Specimens in accordance with Clause 5.5, the Supplier shall have no further liability to the Customer in respect of the relevant Specimens.

5.7 The Supplier shall not be required to comply with Clause 5.5 if:

5.7.1 the Customer makes any further use of the Specimens after giving notice under Clause 5.3;

5.7.2 the Customer fails to return the Specimens concerned promptly to the Supplier after having given notice under Clause 5.3;

5.7.3 the Defects arose as a result of the Customer failing to follow the Supplier´s oral or written instructions regarding the storage or use of the Specimens or (if there are none) failing to take reasonable care of the Specimens including using and keeping the Specimens in an appropriate manner;

5.7.4 the Defects arose as a result of the Customer altering or repairing the Specimens without the written consent of the Supplier;

5.7.5 the Defects arose as a result of fair wear and tear; and/or

5.7.6 the Defects arose as a result of acts or omissions by the Customer or any third party.

6. PRICE AND PAYMENT

6.1 The price for the Specimens shall be the price set out in the Order Acknowledgement or, if no price is quoted in the Order Acknowledgement, the price set out in the Supplier´s price list published on the date of the Order Acknowledgement ("**Price**"). The Price shall be exclusive of all costs or charges in relation to packaging, loading, unloading, carriage and insurance of the Specimens which shall be paid by the Customer in addition ("**Expenses**").

6.2 The Customer shall pay the Price and the Expenses to the Supplier.

6.3 The Supplier shall issue to the Customer an invoice for the Price and the Expenses on or after delivery of the Specimens to the Delivery Point.

6.4 The Customer shall pay each invoice issued by the Supplier pursuant to Clause 6.3 in full and in cleared funds within 30 days of the date of each invoice.

6.5 All amounts payable pursuant to these terms and/or any Contract:

6.5.1 shall be paid in pounds sterling to the bank account specified in the invoice;

6.5.2 shall be paid in full without any set-off, counterclaim, deduction or withholding; and

6.5.3 are exclusive of any value added tax or any other sales tax or duties, which, where applicable, shall be payable by the Customer in addition.

6.6 If the Customer fails to pay to the Supplier any sum due, the Customer shall pay interest to the Supplier on such sum at the statutory rate for late payments from the due date for payment, until payment is made in full, whether before or after any judgment.

7. TERMINATION

7.1 The Supplier may (without prejudice to any other rights or remedies) terminate any Contract at any time by giving the Customer written notice if any of the following events occur:

7.1.1 the Customer makes or offers to make any arrangement or composition with or for the benefit of its creditors (including any voluntary arrangement);

7.1.2 the Customer ceases or threatens to cease to carry on business or suspends or threatens to suspend all or substantially all of its operations or suspends payments of its debts or becomes unable to pay its debts (within the meaning of Section 123 of the Insolvency Act 1986 where applicable) or commits any act of insolvency or bankruptcy;

7.1.3 the Customer files a petition or resolution for winding up or bankruptcy or makes an application for the administration of the Customer;

7.1.4 the Customer files a voluntary petition in bankruptcy or insolvency; or a liquidator, trustee, supervisor, receiver, administrator, administrative receiver or encumbrancer takes possession of or is appointed over the whole or any part of the assets of the Customer; or

7.1.5 the Customer takes any other step (including application, petition, proposal or convening a meeting) that is taken with a view to the rehabilitation, administration, custodianship, liquidation, winding-up, bankruptcy or dissolution of the Customer.

7.2 The Supplier may terminate any Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the relevant Contract by the due date for payment.

7.3 The Customer shall have no right to cancel any Contract once the relevant order acknowledgement has been deemed to be accepted by the Customer in accordance with Clause 2.3.

7.4 Termination of any Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of any Contract which existed at or before the date of termination.

7.5 Upon termination of any Contract the Customer shall immediately pay to the Supplier all outstanding unpaid invoices issued under the relevant Contract.

7.6 On termination of any Contract for any reason Clauses 1, 3.2, 4.2, 4.3, 5, 6.6, 7.5, 7.6, 8 and 9 shall continue in force.

8. LIABILITY AND INDEMNITY

8.1 Subject to Clause 8.3, the Supplier´s total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising out of or in connection with any Specimens shall be limited to the total of the Price paid by the Customer to the Supplier under the relevant Contract in respect of the Specimens concerned.

8.2 Subject to Clause 8.3, the Supplier shall not be liable for any economic loss, loss of profit, loss of business, depletion of goodwill, loss of materials, costs of recall (in each case whether direct, indirect or consequential), or for any indirect or consequential loss whatsoever and howsoever caused which arises out of or in connection with these terms and/or any Contract and/or any Specimens.

8.3 Nothing in these terms and/or any Contract shall exclude or limit the liability of the Supplier for fraud or fraudulent misrepresentation or in respect of any other matter which cannot by law be excluded or limited.

8.4 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from these terms and/or any Contract.

8.5 The Customer shall fully indemnify, and at all times keep the Supplier and its employees fully indemnified, against any and all claims made by a third party arising out of or in connection with any Specimens supplied to the Customer by the Supplier. For the avoidance of doubt, this indemnity shall be without prejudice to any claims which the Customer may have against the Supplier arising out of any breach of these terms and/or any Contract by the Supplier.

9. GENERAL

9.1 The Customer shall keep, and shall ensure that its staff keep, in strict confidence all technical or commercial know-how, specifications, inventions or processes which are of a confidential nature or any other confidential information disclosed by the Supplier to the Customer.

9.2 All notices shall be given in writing and delivered by hand, or sent by fax and confirmed by pre-paid first class post or air-mail or courier to the registered office or fax number of the recipient or such address or fax number as may be notified by either party.

9.3 Failure or delay by the Supplier to exercise any right or remedy under these terms and/or any Contract shall not be deemed a waiver of it, or prevent the Supplier from exercising it on any occasion.

9.4 The Supplier may assign or sub-contract any Contract or any part of any Contract. The Customer shall not be entitled to assign any Contract or any part of any Contract without the prior written consent of the Supplier.

9.5 The Supplier does not grant the Customer by implication, estoppel or otherwise, any right, title, licence or interest in any intellectual property rights of the Supplier or any affiliate of the Supplier.

9.6 The Contracts (Rights of Third Parties) Act 1999 shall not apply in relation to these terms and/or any Contract.

9.7 English law shall govern the formation, validity, interpretation and performance of these terms and/or any Contract and the parties submit to the exclusive jurisdiction of the English courts with regard to any dispute which arises from these terms and/or any Contract, except that the Supplier shall have the right to seek payment of any sums due under a Contract in any foreign court.