1. DEFINITIONS: In these Terms and Conditions of Sale, "Seller" means Emerson Process Management Limited and includes the person, firm, company or corporation by whom the order is given; "Goods" means the goods (including any Software and Documentation, as defined in Clause 9) described in Seller's Acknowledgement of Order Form; "Services" means the services described in Seller's Acknowledgement of Order Form; "Contract" means the written agreement (including these Terms and Conditions) between Buyer and Seller for the supply of the Goods and/or provision of Services; "Contract Price" means the price payable to Seller by Buyer for the Goods and/or Services and "Seller Affiliate" means any company which is directly or indirectly controlled by the ultimate parent company of Seller. For the purposes of this definition, a company is directly controlled by or is a subsidiary of another company or companies which holds 50% or more of the shares carrying the right to vote at a general meeting of the incorporated company and a particular company is indirectly controlled by another company or companies if a series of companies can be specified, beginning with that company and continuing with any companies and ending with the particular company, so related that each company is controlled by or is a subsidiary of one or more of the companies in the series.

2. THE CONTRACT: 2.1 All orders must be in writing and are accepted subject to these Terms and Conditions of Sale. No terms or conditions put forward by Buyer and no representations, warranties, guarantees or other statements not contained in Seller’s quotation or Seller’s Acknowledgement of Order nor otherwise expressly agreed in writing by Seller shall be binding on Seller. 2.2 The Contract shall become effective only upon the date of acceptance of Buyer's order on Seller's Acknowledgement of Order form or upon the date of fullfillment of all conditions precedent stated in the Contract, whichever is the later (the "Effective Date"). If the details of the Goods or Services described in Seller's quotation differ from those set out in the Acknowledgement of Order Form the latter shall apply. 2.3 All terms or conditions not hereunto agreed in writing by both parties. However, Seller reserves the right to effect minor modifications and/or improvements to the Goods before delivery provided that the performance of the Goods is not adversely affected and that neither the Contract Price nor the delivery date is affected.

3. VALIDITY OF QUOTATION AND PRICES: 3.1 Unless previously withdrawn, Seller's quotation is open for acceptance within the period stated therein or, when no period is so stated, within thirty days after its date. 3.2 Prices are firm for delivery within the period stated in Seller's quotation and are exclusive of (a) Value Added Tax and (b) any similar and other taxes, duties, levies or other like charges arising outside the United Kingdom in connection with the performance of the Contract. 3.3 Prices (a) are for Goods delivered EXW (Ex works) Seller's shipping point, exclusive of freight, insurance and handling and (b) unless otherwise stated in the Seller's quotations are exclusive of packing. If the Goods are to be packed, packing materials are non-refundable.

4. PAYMENT: 4.1 Payment shall be made: (a) in full without set-off, counterclaim or withholding of any kind (save where and to the extent that this cannot by law be excluded); and (b) in the currency of Seller's quotation within thirty days of invoice unless otherwise specified by Seller's Finance Department. Goods will be invoiced on the date Seller receives the purchase order. Seller reserves the right to: (i) charge interest on any overdue sums at 4% above the base lending rate of Barclays Bank plc or other commercial banks in the country of delivery in the event that its reponse for despatch has been notified to Buyer, Services will be invoiced monthly in arrears or, if earlier, upon completion. Without prejudice to Seller's other rights, Seller reserves the right to: (i) charge interest on any overdue sums at 4% above the base lending rate of Barclays Bank plc (or such higher rate stipulated by applicable law) during the period of delay; (ii) suspend performance of the Contract (including withholding shipment) in the event that Buyer fails to take reasonable action to sell the Contract within a reasonable time after the receipt of materials or workmanship: provided always that defective items are replaced as soon as possible after their return to Buyer, title to and ownership of the copyrights in software and/or firmware incorporated into or provided for use with the Goods ("Software") and documentation supplied with the Goods ("Documentation") and henceforth belong exclusively to the manufacturer of those Goods, and that Buyer has the right to transfer such rights in Software and Documentation to Buyer or any other party which purchases, rents or leases the Goods, provided that the other party accepts and agrees in writing to be bound by the conditions of this Clause 9. 8.1 Notwithstanding Sub-clause 9.2, Buyer's use of certain Software, (as specified by Seller and including but not limited to control system and AMS Software) shall be governed exclusively by the applicable party licence agreement. 9.4 Seller and Seller Affiliates shall retain ownership of all inventions, designs and processes made or evolved by them and save as set out in this Clause 9 no rights in intellectual property are hereby granted.

5. DELIVERY PERIOD: 5.1 Unless otherwise stated in Seller's quotation, all periods stated for delivery or completion run from the Effective Date and are to be treated as estimates only not involving any contractual obligation on Seller's part. 5.2 If Seller is delayed in or prevented from performing any of its obligations under the Contract due to the acts or omissions of Buyer or its agents (including but not limited to failure to provide specifications and/or fully dimensioned working drawings and/or other information as Seller reasonably requires to proceed expeditiously with its obligations under the Contract), the delivery/completion period and the Contract Price shall both be adjusted accordingly. 5.3 If delivery is delayed due to any act or omission of Buyer, or if having been notified that the Goods are ready for despatch, Buyer fails to take delivery or provide adequate shipping instructions, Seller shall be entitled to place the Goods into a suitable store at Buyer's expense and risk and in the event of no such storage facilities then Seller shall have the right to vote the Good for sale, so that in the case of title to and ownership of the Goods passing to Buyer, Buyer shall be responsible for the Goods.

6. FORCE MAJEURE: 6.1 The Contract (other than Buyer's obligation to pay all sums due to Seller in accordance with the Contract) shall be suspended, without liability, in the event and to the extent that its performance is prevented or delayed due to any circumstance beyond the reasonable control and the party affected thereby, including but not comprising acts of God, war, armed conflict or terrorist attack, riot, fire, explosion, accident, flood, sabotage: governmental decisions or actions (including but not limited to prohibition of exports or re-exports or the failure to grant or the refusal by any competent authority for the issue of a licence or other permission) and any other cause beyond the reasonable control of Seller and not comprising failure of supply or other contractual or tortious obligation. Seller shall have no obligation to supply any hardware, software, services or technology unless and until it has received any necessary licences or authorisations or has qualified for general licences or licence exceptions under applicable import, export control and sanctions laws, regulations, orders and requirements, as they may be amended from time to time (including without limitation those of the United States, the European Union and the jurisdiction in which Seller is established or from which the items are supplied). If for any reason Seller is unable to obtain any such licences, authorisations or approvals or denied or revoked, or if there is a change in any such applicable laws, regulations, orders or requirements that would prohibit Seller from fulfilling the Contract, or would in the reasonable judgement of Seller otherwise expose Seller and/ or Seller's Affiliate(s) to a risk of liability under applicable laws, regulations, orders or requirements, Seller shall be relieved without liability of all obligations under the Contract. 6.2 If either party is delayed or prevented from performance of its obligations by reason of this Clause for more than 180 consecutive calendar days, either party may terminate the then unperformed portion of the Contract by notice in writing given to the other party, without liability provided that Buyer shall be obliged to pay the reasonable cost and expense of any work performed by Seller and to pay for all Goods delivered and Services performed as at the date of termination. Seller may deliver by instalments and if so each delivery shall constitute a separate contract and failure by Seller to deliver any or more of the instalments in accordance with their terms shall not entitle Buyer to terminate the whole Contract or treat it as repudiated.

7. INSPECTION, TESTING, AND CALIBRATION: 7.1 Goods will be inspected by Seller or manufacturer and, where practicable, submitted to Seller's or manufacturer's standard tests before dispatch. Any additional tests or inspection (including inspection by Buyer or its representative, or tests in the presence of Buyer or its representative or at Buyer's premises) and any additional cost of testing and/or inspection (including but not limited to control system and AMS Software) shall be chargeable at Seller's standard rates. "Ex-works", "FCA", "CPT" and any other delivery terms used in the Contract shall be defined in accordance with the latest version of Incoterms.

8. DELIVERY, RISK & TITLE: 8.1 Unless otherwise expressly stated in the Contract, the Goods will be delivered Carriage Paid To (CPT) the destination named in the Contract; freight, packing and handling will be charged to Buyer. Risk attaches to the Goods in accordance with Seller's Acknowledgement of Order or otherwise expressly agreed in writing by Seller shall be binding on Seller. 8.2 The title to and ownership of the Goods shall pass to Buyer upon delivery to Buyer's nominated carrier. (b) in the event that its title to and ownership of the Goods after its delivery to the carrier, such insurance shall be charged at Seller's standard rates. "Ex-works", "FCA", "CPT" and any other delivery terms used in the Contract shall be defined in accordance with the latest version of Incoterms.

9. DOCUMENTATION AND SOFTWARE: 9.1 Title to and ownership of the copyrights in software and/or firmware incorporated into or provided for use with the Goods ("Software") and documentation supplied with the Goods ("Documentation") shall be retained by Seller or Seller Affiliate(s) in accordance with the Acknowledgement of Order Form or upon the date of fullfillment of all conditions precedent stated in the Contract. 9.2 Goods or Services sourced by Seller from a third party (not being Seller Affiliate(s) nor the use of non-approved items that have not been qualified for general licences or licence exceptions under applicable import, export control and sanctions laws, as defined in Clause 9) shall be governed exclusively by the applicable party licence agreement. 9.4 Seller and Seller Affiliates shall retain ownership of all inventions, designs and processes made or evolved by them and save as set out in this Clause 9 no rights in intellectual property are hereby granted.

10. DEFECTS AFTER DELIVERY: 10.1 Seller warrants (i) subject to the other provisions of the Contract, good title to and the unencumbered ownership of the Goods and/or Services; and (ii) that Seller Affiliate(s) and/ or Seller's Affiliate(s) shall conform with Seller's specifications therefor and be free of defects in materials and workmanship and (ii) that Services provided by Seller or Seller Affiliates will be performed with all reasonable skill, care and due diligence and in accordance with good engineering practice. Seller will make, repair or replace at Seller's option by the supply of a replacement part or parts, any defects which, under proper use, care and maintenance, appear in Goods of Seller's Affiliates' manufacture and which are reported to Seller and are notified to Buyer within ninety days from the date of their return to Buyer (or completion of correction in the case of consumables). 10.2 Goods or Services sourced by Seller from a third party (not being a Seller Affiliate for whose acts and omissions Buyer shall not be liable to Buyer or any company extended by the original manufacturer. 10.3 Notwithstanding Clauses 10.1 and 10.2, Seller shall not be liable for any defects caused by: fair wear and tear; materials or workmanship made, furnished or supplied by Buyer; non-compliance with Seller's storage, installation, operation or environmental requirements; lack of maintenance or storage. 10.4 Seller shall not be liable for any defects not previously authorised by Seller in writing; nor the use of non-authorized software or spare or replacement parts. Seller's costs incurred in investigating and rectifying such defects shall
be paid by Buyer upon demand. Buyer shall at all times remain solely responsible for the adequacy and accuracy of all information supplied by it.

10.4 Subject to Clause 12.1, the foregoing constitutes Seller's sole warranty and Buyer's exclusive remedy for breach thereof. No representations, warranties or conditions on the part of Seller or any of its Affiliates shall be capable of being rectified within such period, to take action to remedy the default or (b) on the occurrence of an Insolvency Event in relation to Buyer. "Insolvency Event" in relation to Buyer means any of the following: (i) a meeting of creditors of Buyer being held or an arrangement or composition with or for the benefit of its creditors (including a voluntary arrangement as defined in the Insolvency Act 1986) being proposed by or in relation to Buyer, (ii) Buyer ceasing to carry on business or being unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; (iv) Buyer or its directors or the holder of a qualifying floating charge giving notice of their intention to appoint, or making an application to the court for the appointment of, an administrator; (v) a petition being presented (and not being discharged within 28 days) or a resolution being passed or an order being made for the administration or the winding-up, bankruptcy or dissolution of Buyer; or (vi) the happening in relation to Buyer of an event analogous to any of the above in any jurisdiction in which it is incorporated or resident or in which it carries on business or has assets. Seller shall be entitled to recover from Buyer or Buyer's representative all costs and damages incurred by Seller as a result of such cancellation, including a reasonable allowance for overheads and profit (including but not limited to loss of prospective profits and overheads).

14. COMPLIANCE WITH LAWS

Buyer agrees that all applicable import, export control and sanctions laws, regulations, orders and requirements, as they may be amended from time to time, including without limitation, applicable laws relating to export control, to the extent that they apply to the performance of the Contract, which are imposed on or from which items may be supplied, and the requirements of any licenses, authorisations, general licences or licence exceptions relating thereto, will apply to its receipt and use of hardware, software, services and technology. In no event shall Buyer use, transfer, release, export or re-export any such hardware, software or technology in violation of such applicable laws, regulations, orders and requirements of Letters of Undertaking or any licences, authorisations or licence exceptions relating thereto. Buyer agrees furthermore that it shall not engage in any activity that would expose the Seller or any of its affiliates to a risk of penalties under such laws and regulations of any relevant jurisdiction prohibiting improper payments, including but not limited to bribes, to officials of any government or of any agency, instrumentality or political subdivision thereof, to political parties or political party officials or candidates for public office, or to any employee of any customer or supplier. Buyer agrees to comply with all appropriate legal, ethical and compliance requirements.

15. DEFAULT, INSOLVENCY AND CANCELLATION:

Seller shall be entitled, without prejudice to any other rights it may have to, cancel the Contract forthwith, wholly or partly, by notice in writing to Buyer. (a) Buyer is in default of any of its obligations under the Contract and fails, within 30 (thirty) days of the date of Seller's notification in writing of the existence of the default, either to rectify such default if it is reasonably capable of being rectified within such period or, if the default is not reasonably capable of being rectified within such period or, if the default is not reasonably capable of being rectified within such period, to take action to remedy the default or (b) on the occurrence of an Insolvency Event in relation to Buyer. "Insolvency Event" in relation to Buyer means any of the following: (i) a meeting of creditors of Buyer being held or an arrangement or composition with or for the benefit of its creditors (including a voluntary arrangement as defined in the Insolvency Act 1986) being proposed by or in relation to Buyer, (ii) Buyer ceasing to carry on business or being unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; (iv) Buyer or its directors or the holder of a qualifying floating charge giving notice of their intention to appoint, or making an application to the court for the appointment of, an administrator; (v) a petition being presented (and not being discharged within 28 days) or a resolution being passed or an order being made for the administration or the winding-up, bankruptcy or dissolution of Buyer; or (vi) the happening in relation to Buyer of an event analogous to any of the above in any jurisdiction in which it is incorporated or resident or in which it carries on business or has assets. Seller shall be entitled to recover from Buyer or Buyer's representative all costs and damages incurred by Seller as a result of such cancellation, including a reasonable allowance for overheads and profit (including but not limited to loss of prospective profits and overheads).

16. SUPPLEMENTARY TERMS AND CONDITIONS:

If in the opinion of either party any term or condition of this Contract or the Seller's Supplemental Terms and Conditions Applicable to the Supply of Control Systems and Related Services shall apply to the control system and related services only. Such Supplementary Terms and Conditions shall take precedence over these Standard Terms and Conditions of Sale, copies are available from Seller upon request.

17. MISCELLANEOUS:

17.1 No waiver by either party with respect to any breach or default or of any right or remedy and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound.

17.2 If any clause, sub-clause or other provision of the Contract is invalid under any statute or rule of law, such provision, to that extent only, shall be deemed to be omitted without affecting the validity of the remainder of the Contract.

17.3 Buyer shall not be entitled to assign its rights or obligations hereunder without the prior written consent of Seller.

17.4 Seller enters into the Contract as principal. Buyer agrees to look only to Seller for due performance of the Contract.

17.5 GOODS AND SERVICES PROVIDED HEREUNDER ARE NOT SOLD OR INTENDED FOR USE IN ANY NUCLEAR OR NUCLEAR RELATED APPLICATIONS. Buyer (i) accepts Goods and Services in accordance with the foregoing restriction, (ii) agrees to communicate such restriction in writing to any and all subsequent purchasers or users and (iii) agrees to defend, indemnify and hold harmless Seller and Seller's Affiliates from any and all claims, losses, liabilities, suits, judgements and damages, including incidental and consequential damages, arising from use of Goods and Services in any nuclear or nuclear related applications, whether the cause of action be based in tort, contract or otherwise, including allegations that the Seller's liability is based on negligence or strict liability.

17.6 The Contract shall in all respects be construed in accordance with the laws of England excluding, however, any effect on such laws of the 1980 Vienna Convention on Contracts for the International Sale of Goods, and to the fullest extent permitted by law, shall be without regard to any conflict of laws or rules which might apply the laws of any other jurisdiction. All disputes arising out of the Contract shall be subject to the exclusive jurisdiction of the English courts.

17.7 The headings to the Clauses and paragraphs of the Contract are for guidance only and shall not affect the interpretation thereof.

17.8 All notices and claims in connection with the Contract must be in writing.