

*****,

Thank you for your recent enquiry and for the opportunity to quote for the vehicle restraints safety system on your project. Please find below our recommended solution and technical information relating to your requirements. Further product details and solutions can be found on our website: www.ritehite.com.

The Rite-Hite Group – is a Global company, with its headquarters in the USA. Rite Hite employs over 2,200 dedicated employees worldwide, with a turnover in excess of \$650 million. Rite-Hite is a global leader in Loading Dock & Safety Products.

Our extensive product range includes vehicle restraints, dock levellers, dock shelters, high-speed doors and dock safety equipment. In addition, Rite-Hite is also able to offer an excellent worldwide after sales service, which is undertaken by experienced Rite-Hite engineers.

The quote, specification and technical installation detailed in this proposal is based on the information gained during our site meeting and is subject to a final technical survey. This quote is valid for 30 days and subject to change due to currency fluctuations.

Please do not hesitate to contact me should you require any additional information or if you have any questions.

With Kind Regards,

D Poolan

David Poolan
New Equipment Representative - Rite-Hite UK

Mobile: +44 (0) 7966 554 070
Email: dpoolan@ritehite.com
Website: www.ritehite.com

You are invited to visit our showroom in Milton Keynes. See and operate our products first hand!

Rite-Hite is a leading supplier for safety products, loading dock products and industrial doors. Rite-Hite UK is a subsidiary of Rite-Hite GmbH, with headquarters in Germany. **Rite-Hite Holding Corporation**, the worldwide headquarters are located in Milwaukee, Wisconsin (USA).

Rite-Hite is committed to partnering with customers all around the world. With manufacturing facilities strategically located across the globe, we carefully design our products to meet your specific requirements. No matter where you are located, our representatives can recommend the appropriate product solutions and provide professional service to meet your needs at the loading dock and inside the facility.



QUOTATION

Number: *****
Date: *****
Your Ref: *****
Inq. From: *****
Our Ref: *****

<u>Product Description</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
GLOBAL WHEEL-LOK GWL-2300 VEHICLE RESTRAINT (G2300)	4	£*****	£*****

General Description



The Global Wheel-Lok GWL2300 vehicle restraint (G2300) is the simplest way to secure all kinds of trailers, also it is designed with safety at the loading dock being its primary concern. The vehicle restraint system offers the most versatile design for companies that serve a wide variety of trailers: lift gates, drop floors or low hanging fenders.

The Global Wheel-Lok is extremely robust and easily prevents accidents at your loading dock caused by:

- Dock walk
- Early departure
- Aggressive pullout
- Trailer creep
- Landing gear collapse*1)
- Trailer up-ending*1)

*1) Detached trailers, maximum performance when using Trailer Stands TS-2000

Features and Benefits

Design	Simple electro-mechanical system providing highest reliability with few moving parts: <ul style="list-style-type: none"> - High-strength locking arm - Zinc-plated components - Black painted trigger - Wheel guides zinc-plated, two-sided installation - Zinc-plated ramp for storage of locking arm Minimal maintenance by self-lubricating rollers and bushings Surface mounted, for easy installation/service
Locking system	Automatic positioning: <ul style="list-style-type: none"> - High strength steel locking arm adjusts to different tire sizes for tight, reliable engagement - No activation system (hydraulic, chain or belt) Hydraulic-mechanical restraint system, activated by tire: <ul style="list-style-type: none"> - Locking arm and trigger device - Tension springs (4) for automatic tire sizing - Magnetic switch, not adjustable
Power supply	1-Phase, 230V/50Hz, 24V control voltage, fuse 16 A
Hydraulic system	Double-acting cylinder (locking and unlocking)
Communication	Clear communication depending on position of vehicle restraint for optimum protection of employees, cargo and equipment: <ul style="list-style-type: none"> - Operating instructions (control box) - Interior/exterior red and green LED lights - Interior warning sign (standard writing) - Exterior warning signs (standard/mirror writing) - "Lock" and "unlock" button - "Alarm override" button/switch - Non-adjustable control switches set at factory - Low-profile outside traffic light (reduce damage) Alarm signal (horn/light): <ul style="list-style-type: none"> - Inside audible horn (unlocked vehicle) - Inside/outside red light (unlocked vehicle) - Inside red/green light (override mode) - Manual alarm override
Safety features	Emergency switch and locking device
Versatility	Trucks, trailers and overseas containers (20'/40'/45')
Compliance with CE	European directives: 2006/42/EG, 2006/95/EG and 2004/108/EG 2006/42/EG European standards: EN ISO 12100-1, EN ISO 12100-2, EN ISO 13857, EN 349, EN 60204-1, EN 60439-1 and EN 619

Technical Specification

Model	Global Wheel-Lok GWL-2300 Vehicle Restraint (G2300)
Restraining length, min. (mm)	1140
Restraining length, max. (mm)	4600
Locking height (mm)	510
Wheel diameter, min. (mm)	760
Wheel diameter, max. (mm)	1120
Clearance wheel, min. (mm)	100
Distance wheel-fender, min. (mm)	100
Distance mud flap-approach, min. (mm)	200
Pull out resistance (kN)	145
Guideline. EN 11.005, empty truck	Height 380 mm: FEM Class 2, pull out resistance (35 kN) Height 510 mm: FEM Class 3, pull out resistance (115 kN)
Guideline. EN 11.005, loaded truck	Height 380/510 mm: FEM Class 3, pull out resistance (115 kN)

Freight and Handling	Included
Installation	Included
VAT	Not Included
Total	£*****

Quote Prepared For:

Please Direct Purchase Order To:

Rite-Hite United Kingdom
Unit 3,
Newton Court,
Kelvin Drive,
Knowhill,
Milton Keynes,
MK5 8NH.
United Kingdom
01908 365082

GWL Project

General Conditions

Date	*****
Pricing	Valid for 30 days from date of quotation Pricing is subject to addition of VAT
Your enquiry	
Your Reference	
Negotiated overall price w/o VAT	TBA
Discount	TBA
Contract sum w/o VAT	TBA
Customer reference	
Work or equipment	
Project information	
Remarks	

Delivery Conditions

Delivery time	TBA
Delivery terms	TBA
Transport	TBA
Installation	TBA
Installation start date	TBA
Installation completion date	TBA
Project handover	TBA

Payment Conditions

Rite-Hite UK Limited
Unit 3, 37-39 Simpson Road
Fenny Stratford
Milton Keynes MK1 1BA
United Kingdom

Tel. + 44 (0) 1908 365082
Accounts@ritehite.com
UKOperations@ritehite.com
UKService@ritehite.com
www.ritehite.com

VAT No. GB 282 6531 91
Registered in England & Wales, Company Registration No. 10928595
Bank details:
Lloyds Bank, Milton Keynes MK9 3EH, United Kingdom
Swift: LOYDGB21052 301553 82560068

Payment

35% - Deposit of Total Order Value - Payable 7 days

60% - Of Total Order Value upon Delivery of Equipment to Site - Payable 7 days

Please note that any delay caused by the customer implies that finished items are stored on interim stock at the customer's expense.

5% - On Signed Hand-Over Certificate - Payable 30 days

If the Hand-Over Certificate has not been signed and returned to Rite-Hite UK Limited or a written objection has been raised **1 week** after the receipt of the Hand-Over Certificate, Rite-Hite UK Limited considers the order delivered and approved.

Warranty Conditions

Conditions

Please note our General Terms and Conditions of Sale and Delivery. Upon request we provide detailed information on Warranty Conditions and Periods.

Periods

Summary of warranty periods:

1 Year on Mechanical System

- ▶ 2 Years on Mechanical System only applies for:

High-speed doors G6500/G6600/G6710 Series
Laminated dock bumpers G2600 Series

- ▶ 3 Years on Mechanical System only applies for:

XL3 Fan G2700 Series

- ▶ 5 Years on Mechanical System only applies for:

LED dock light G2100/G2110 Series
Steel Faced dock bumpers G2600 Series

- ▶ 10 Years on Mechanical System only applies for:

Dok Saver dock bumpers G2600 Series

10 Years on Structural Integrity

- ▶ Only applies for XL3 Fan G2700 Series

2 Years on Fabric/Panel

- ▶ Only applies for high-speed doors G6500/G6600/G6710 Series

1 Year on Electrical System

- ▶ 2 Years on Electrical System only applies for:

High-speed doors G6500/G6600/G6710 Series

- ▶ 3 Years on Electrical System only applies for:

XL3 Fan G2700 Series

5 Years on Drive System

- ▶ Only applies for high-speed doors G6500/G6600/G6710 Series

1 Year on Hydraulic System

- ▶ Only applies for hydraulic dock levelers G8000/G9000 Series

1 Year on Labor

- ▶ 3 Years on Labor only applies for XL3 Fan G2700 Series

A Lifetime Warranty on Workmanship of Blades and Hub only applies for the XL3 Fan G2700 Series!

Scope of Work & Responsibility

General:	Customer	Rite-Hite	N/A
Unloading and storage of equipment at the job site Access available: **yes/no Remark: Transportation near mounting location before installation!			
Vehicle with crane or fork-lift truck required for off-loading Capacity: **kg / Lifting height: **m - Specify use:			
Fork-lift truck required during installation Capacity: **kg / Lifting height: **m / Duration: **days - Specify use:			
Lifting platform required during installation Capacity: **kg / Lifting height: **m / Duration: **days - Specify use:			
Evening or weekend work required Overtime applied: **% - Special work hours:			
Access available to work area - Specify:			
Field verification required before the manufacturing process will begin - Specify:			
Special working procedures on site - Specify:			
Special procedures for access into site - Specify:			
Special procedures for parking vehicles onto site - Specify:			
Safety training required for installers/technicians - Hours per training: - Specify:			
Fire watch required - Hours: - Specify scope:			
Hot work permit required for entire installation - Hours: - Specify scope:			
Electrical permit required for entire installation - Hours: - Specify scope:			
Placement of debris and packaging materials in job-site dumpster - Specify: Remark: Dumpster provided by customer!			
Other considerations:			

Equipment	Customer	Rite-Hite	N/A
Remove existing equipment and dispose **on-site/off-site Equipment: - Specify:			
Removal of obstructions prior to installation Obstructions: - Other preparation work or remaining obstructions, specify:			
Suitable space for fitting control box - Specify:			
Interconnections with other pieces of equipment - Specify:			
Operation with other pieces of equipment - Specify:			
Concrete work required - Specify:			
Saw cutting of floor and installation of induction loop wires - Specify:			
Line wiring: a properly fused disconnect with voltage required must be installed within 1 meter of equipment location prior to mechanical installation - Specify:			
Control wiring: control wiring from fused disconnect to control panel, wiring from control panel to motor, wiring of all limit switches, interconnections and/or photo eyes - Specify:			
Activation wiring: mounting and wiring of activation devices - Specify:			
Other considerations:			

Project/Reference:

Date:

Contact Name:

Rite-Hite Quote Number:

Signature Customer:

Signature Rite-Hite:

Owner Responsibility

Remark: Rite-Hite UK Limited to be known and shown forthwith as RHUL!

1. The owner should recognize the inherent danger of the interface between loading dock and transport vehicle. The owner should, therefore, train and instruct operators in the safe use of loading dock equipment in accordance with the information provided below. The manufacturer shall publish, provide to the initial purchaser, and make the following information readily available to owners:
 - ▶ Installation instructions
 - ▶ Recommended initial and periodic inspection procedures
 - ▶ Maintenance procedures
 - ▶ Operating instructions
 - ▶ Descriptions or specifications for replaceable or repairable parts
 - ▶ Tables identifying the grade (slope) for all variations of length or configuration of the loading dock equipment
 - ▶ Information identifying the maximum uncontrolled drop encountered upon sudden removal of support while within the working range of the equipment

It shall be the responsibility of the owner to verify that the material listed in this section has been received and that it is made available for the instruction and training of personnel entrusted with the use or maintenance of the loading dock equipment.
2. When a transport vehicle is parked at a loading dock, it is important that the transport vehicle is relatively perpendicular to the loading dock face and in close contact with at least one of the dock bumpers.
3. Nameplates, cautions, instructions, and posted warnings shall not be obscured from the view of operating or maintenance personnel for whom such warnings are intended.
4. Manufacturer's recommended periodic maintenance and inspection procedures in effect at date of shipment shall be followed, and written records of the performance of these procedures should be kept.
5. As with any piece of machinery, loading dock equipment requires routine maintenance, lubrication, and adjustments. RHUL offers owners the option of a Planned Maintenance Program (P.M.P.). As part of this service, RHUL will do routine maintenance, lubrication, and adjustments.
6. Loading dock equipment that is structurally damaged shall be removed from service, inspected by a manufacturer's authorized representative, and repaired as needed before being placed back in service.
7. The manufacturer shall make available replacement nameplates, caution/instruction labels, and operating/maintenance manuals upon request of the owner. The owner shall see that all nameplates, caution/instruction markings or labels are in place and legible, and that the appropriate operating/maintenance manuals are provided to users.
8. Modifications or alterations of loading dock equipment shall be made only with written permission of the original manufacturer. These changes shall also satisfy all safety recommendations of the original equipment manufacturer for the particular application of the loading dock equipment.
9. When industrial trucks are driven on and off transport vehicles during the loading and unloading operation, the brakes on the transport vehicle shall be applied and wheel chocks or a positive restraining device shall be engaged.
10. In selecting loading dock equipment, it is important to consider not only present requirements but also future plans or adverse environments.

General Installation Conditions

Remark: Rite-Hite UK Limited to be known and shown forthwith as RHUL!

- ▶ A suitable power supply to be provided to within 1 meter of the control panel of the equipment to be installed
- ▶ Off loading of equipment and approximate positioning on site to be by the customer
- ▶ Clear, unhindered access to the work place is required for the duration of the project installation. Any lost time due to reasons beyond our control will be charged extra at our normal rates
- ▶ Free use of the customer's welfare facilities
- ▶ Principal Contractor role is excluded from the RHUL scope of supply
- ▶ Local power, site lighting, heating, water etc is to be supplied free-of-charge for the installation
- ▶ Where plant equipment is supplied by the customer, it is to be provided for the sole use of RHUL, will be suitable for the task at hand and be available for the full duration of the works
- ▶ All site drawings are to be provided free-of-charge and in sufficient time to enable the layouts to be evaluated
- ▶ Details of floor slabs are to be provided along with details of any reinforcing bars in the slab
- ▶ Where holding down bolts are to be set in a concrete slab, it is expected that normal masonry drill bits can be used. If diamond core drilling is required, this is to be charged extra
- ▶ Test products are excluded from the RHUL scope of supply as is any labour required to carry out testing of the system. During any tests, Rite-Hite employees are to view and advise only
- ▶ Training is carried out on a "train the trainer" basis and is expected to last 1 hour maximum and is to be given to a maximum of 4 people
- ▶ Training documentation other than standard Operation and Maintenance manuals are excluded from the RHUL scope of supply
- ▶ All prices are based on unhindered access during normal working hours Monday to Friday
- ▶ Skips and removal of waste are excluded from RHUL scope of supply
- ▶ If the agreed installation date is delayed or aborted by the customer or others then we reserve the right to charge the lost time at our normal rates

Subject to detailed site survey and technical sign off!

Project Variations

Remark: Rite-Hite UK Limited to be known and shown forthwith as RHUL!

Installation

1. Delay in Installation within 14 working days before the Project is due to start:
 - ▶ Storage charge
 - ▶ Transport charge
 - ▶ Labour charge
 2. Site not ready on the day of installation:
 - ▶ Storage charge
 - ▶ Transport charge
 - ▶ Labour charge
 3. Storage charge for cancellation or on hold:
 - ▶ Storage charge
 4. Return to site to connect power:
 - ▶ Labour charge
 5. Clients and site contractors obstructing the RHUL installation on the day/night:
 - ▶ Transport charge
- ▶ Labour charge

Training

6. Training on-site over and above the handover:
 - ▶ Labour charge

Drawings

7. Change of approved drawings:
 - ▶ Labour charge

Service (PPM) Variations

Remark: Rite-Hite UK Limited to be known and shown forthwith as RHUL!

Delays

1. Service (PPM) if there are delays in accessing any contracted serviceable equipment when this has been arranged and agreed by the customer:
 - ▶ Labour charge
2. Delay of repairs works on the day of agreement between Rite-Hite and the customer:
 - ▶ Labour charge

General Terms and Conditions of Sale and Delivery

Remark: Rite-Hite UK Limited to be known and shown forthwith as RHUL!

1. Preamble

These General Terms and Conditions of Sale and Delivery (November 2005) of RHUL shall apply to any sale by RHUL, save to the extent that these conditions have been expressly modified or excluded by other written agreement. Special conditions or specific requirements made by the Purchaser with regard to the products sold by RHUL, as stated in for example the Purchaser's order or the Purchaser's general terms and conditions of purchase, shall not be binding on RHUL unless otherwise agreed in writing. RHUL shall not be bound by a contract of sale until such time when RHUL has forwarded an order confirmation in writing to the Purchaser.

2. Delivery, Passing of Risk and Delay

The term of delivery shall typically be delivery to a site for unloading by others in Mainland UK, unless specified otherwise. If the Purchaser does not take the necessary steps with regards to arranging for transport or in case the Purchaser wishes to postpone the confirmed date of dispatch the products will be stored on interim stock at the Purchaser's expense. The time of delivery stated by RHUL is an estimate only and is conditional upon the Purchaser's fulfilment of all necessary or agreed formalities or terms within the agreed time. Any time of delivery stated by RHUL is thus not binding on RHUL and is provided as a guideline only. Delay in delivery caused by RHUL and if a notice is given to Purchaser, the Purchaser determines a new delivery date min. 30 days from notice. If RHUL does not meet the new delivery date + 10 days, the Purchaser is entitled to cancel the order.

3. Export Packing and Documents

Prices include RHUL standard commercial export packing, which will vary depending on whether shipment is made by air, land or ship. Purchaser shall bear any additional expenses required to satisfy Purchaser's specifications. Packages will be marked in accordance with Purchaser's instructions and RHUL shall furnish complete packing lists and such other information as may be necessary to enable Purchaser's agent to prepare documents required for export shipment. Purchaser shall supply RHUL with all necessary information and assistance for the most expeditious clearance of each shipment. No shipping containers may be returned to RHUL unless such return is accepted in advance by RHUL in writing and unless all return freight is prepaid by Purchaser.

4. Warranty and Liability for Defects

The standard warranty of RHUL is as follows: RHUL guarantees that its products will be free from defects in design, materials and workmanship for a period of 12 months (Unless otherwise indicated). RHUL shall be solely responsible for defects caused by faults in manufacture, design or materials. The Purchaser shall with undue delay notify RHUL in writing of any defects at delivery or at the latest 10 days after the defect has or ought to have been identified. Should the Purchaser fail to do so, the Purchaser may not subsequently claim for such defect. Any claim irrespective of its nature shall be made not later than twelve months after the date of delivery. In the event that the delivered machinery is in operation for more than 5 days a week 8 hours daily, the claim period shall be proportionately reduced. A claim for machinery, which is in operation for 5 days a week 16 hours daily, for instance, shall be made not later than 6 months after the date of delivery. (Everything under 8 hours is considered as 1 day). The Purchaser shall not be entitled to make any claim for defects after the stated claim period has expired. RHUL shall not be held responsible for any defects, which are not caused by the circumstances of RHUL and RHUL shall not accept any liability for defects in the following cases but not limited to such cases: The defect is caused by incorrect information or illustrations forwarded by the Purchaser; or the purchased product is being used for a different purpose than recommended by RHUL; or alterations, replacements or repairs of the product are carried out without the approval of RHUL; or the general and usual maintenance of the delivered product is not observed; or the delivered product is in any other way handled incorrectly. If any defects are established and RHUL is held responsible, RHUL is under an obligation and is entitled at RHUL own option to deliver products in replacement, remedy the defect or grant the Purchaser a proportional reduction of the agreed purchase sum. Any such action taken by RHUL shall be accepted in full and final settlement of any claim arising out of the defect. The Purchaser shall be precluded in all respects from terminating the contract as a result of an established defect. RHUL product liability and indemnity for any defect shall be limited to 50% of the total purchase sum, and any claim may under no circumstance exceed such amount. In the event of repairs/replacements of components, the defective component shall be sent to RHUL at the Purchaser's own expense in order for RHUL to carry out the necessary repairs/replacements and return such component to the Purchaser at RHUL own expense.

5. Terms of Payment

If payment is not effected at the agreed time, penalty interest of 1.5% shall be added for each commenced month from the date of invoice for the amount owed at any time including previously added interest, costs etc. The Purchaser is not entitled to withhold any payment or set off alleged claims, which are not expressly recognized by RHUL in writing. In such event all rights of default held by the Purchaser in accordance with the agreed terms shall expire.

6. Retention of Title

RHUL reserves its right to the title of the sold products until payment has been effected in full. The Purchaser shall at the request of RHUL assist in taking any measures necessary to protect RHUL title to the product in the country concerned. The retention of title shall not affect the passing of risk under clause 2. To the extent that the purchased products comprises software, the Purchaser does under no circumstance acquire the title to such software in as much as the Purchaser only acquires the right of use to the software, which forms part of the purchased product. The software may not be used for any other purpose than for the purchased products and the right of use to the software may not be transferred or in any other way submitted to a third party without RHUL prior consent.

7. Declaration of Conformity, CE-marking, Operating Instructions

RHUL shall issue a declaration of conformity or a declaration of conformity for components and arrange for the CE-marking of the purchased products to the extent that this is deemed necessary in accordance with current legislation. RHUL shall provide operating instructions in local language within the countries of the EU as well as in the operating instruction's source language, English. Outside of the EU the operating instructions will be provided in English.

8. Product Information and Technical Documentation

RHUL does not accept any responsibility for the correctness of the information, data etc. given in catalogues, brochures or other printed material unless the contract of sale specifically refers to such information or data. Also, any specification of capacity, measures and weight etc. shall be considered as an estimate only. The Purchaser shall be fully responsible for the selection of the purchased products, that the purchased products can achieve the results envisaged by the Purchaser and that the delivered products are suited for the operations contemplated by the Purchaser. All drawings, product brochures and any other material submitted by RHUL to the Purchaser prior to or after the contract has been entered into, remains the property of RHUL and may not be used by the Purchaser for any other purpose than agreed and may not be copied or transferred or in any other way be brought to the knowledge of a third party without RHUL authorisation.

9. Acceptance Test

Acceptance tests specifically agreed on in the contract shall, unless otherwise agreed, be carried out at the place of manufacture during normal working hours. RHUL shall notify the Purchaser in writing of the acceptance tests in sufficient time to permit the Purchaser to be represented at the tests. If the Purchaser is not represented, a test report shall be sent to the Purchaser and shall be accepted as accurate. If the acceptance tests show the Product not to be in accordance with the contract, RHUL shall without delay remedy any deficiencies in order to ensure that the Product complies with the contract. New tests shall then be carried out at the Purchaser's request, unless the deficiency was insignificant. The Purchaser shall bear all costs for acceptance tests carried out at the place of manufacture hereunder also all travelling and living expenses for his representatives in connection with such test.

10. Installation

To the extent that RHUL undertakes to carry out installations, such installations shall be carried out at the expense of the Purchaser and on the terms according to the order confirmation. The Purchaser is responsible for the completion of any building work or other necessary works and shall ensure that the area of installation is cleared so that installation work carried out during usual working hours can commence without delay. Should installation work be delayed at the place of delivery for reasons, which RHUL is not responsible for, the Purchaser shall bear all extra costs incurred in connection with such delay. Unless anything to the contrary appears from the order confirmation, the Purchaser shall arrange for necessary trucks to be made available for unloading purposes as well as ensure that scaffolding and ladders are ready for use. Similarly, the Purchaser shall arrange for the availability of lockable premises located in the immediate vicinity of the area of installation to be used for storage of components and tools. All necessary authorizations and permissions for delivery, installation and putting into operation the purchased products, shall be obtained by and with the liability of the Purchaser.

11. Limitation of Liability

In the event of delay and/or defects, the Purchaser shall not hold any rights of default other than those stipulated above, cf. i.a. Clauses 2 and 4. The Purchaser is thus not in a position to make any claim for damages, including for incurred costs, consequential losses, loss of profit or other losses which may occur as a result of delay or defect irrespective of whether or not RHUL has acted negligently. RHUL shall not be liable for any damage caused by the delivered products.

12. Taxes and Other Charges

Any manufacturer's tax, occupation tax, use tax, sales tax, excise tax, value-added tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority on or measured by the transaction between RHUL and the Purchaser shall be paid by the Purchaser in addition to the prices quoted or invoiced. In the event the RHUL is required to pay any such tax, fee or charge, the Purchaser shall reimburse RHUL therefore.

13. Patents, Trademarks, and Copyrights

RHUL will, at its own expense, defend any suits that may be instituted by anyone against Purchaser for alleged infringement of any patent, trademark or copyright relating to any products manufactured and furnished by RHUL hereunder, if such alleged infringement consists of the use of such products, or parts thereof, in Purchaser's business and provided Purchaser shall have made all payments then due hereunder, shall have given RHUL immediate notice in writing of any such suit, transmitted to RHUL immediately upon receipt all processes and papers served upon Purchaser, permitted RHUL through its counsel, either in the name of Purchaser or in the name of RHUL, to defend the same and given all needed information, assistance and authority to enable RHUL to do so. If such products are in such suit held in and of themselves to infringe any valid patent, trademark or copyright, then: (a) RHUL will pay any final award of damages in such suit attributable to such infringement, and (b) if in such suit use of such products by Purchaser is permanently enjoined by reason of such infringement, RHUL shall, at its own expense and at its sole option, either (i) procure for Purchaser the right to continue using the products, (ii) modify the products to render them non-infringing, (iii) replace the products with non-infringing goods, or (iv) refund the purchase price and the transportation costs paid by Purchaser for the products. Notwithstanding the foregoing, RHUL shall not be responsible for any compromise or settlement made without its written consent, or for infringements of combination or process patents covering the use of the products in combination with other goods or materials not furnished by RHUL. The foregoing states the entire liability of RHUL for infringement, and in no event shall RHUL be liable for consequential damages attributable to an infringement. As to any products furnished by RHUL to Purchaser manufactured in accordance with drawings, designs or specifications proposed or furnished by Purchaser or any claim of contributory infringement resulting from the use or resale by Purchaser of products sold hereunder, RHUL shall not be liable, and Purchaser shall indemnify RHUL and hold RHUL harmless from and against any and all loss, liability, damage, claim or expense (including but not limited to RHUL reasonable solicitor's fees and other costs of defence) incurred by RHUL as a result of any claim of patent, trademark, copyright or trade secret infringements, or infringements of any other proprietary rights of third parties. The purchase of any products hereunder does not entitle Purchaser to employ the same in any patented process.

14. Force Majeure

In case of circumstances beyond RHUL direct control occurring after entering into the agreement (including but not limited to strikes, work stoppages, blockades, lockouts, late or incorrect delivery, increase in prices of deliveries from sub-suppliers, impeded supply/delivery of raw materials, subsidiary materials or any other delivery of satisfactory quality, fire, natural disasters, war, currency restrictions, import or export restrictions as well as any other interruption or suspension of operations). RHUL obligations to deliver shall be suspended for as long as the hindrance is in force. The Purchaser shall not be entitled to revoke the sale or claim for damages during such circumstance of

Force Majeure. The party claiming to be affected by Force Majeure shall notify the other party in writing without delay on the intervention and on the cessation of such circumstance.

15. Anticipated Non-Performance

Notwithstanding other provisions in these General Terms and Conditions of Sale and Delivery regarding suspension, each party shall be entitled to suspend the performance of his obligations under the contract, where it is clear from the circumstances that the other party will not be able to perform his obligations. A party suspending his performance of the contract shall forthwith notify the other party thereof in writing.

16. Consequential Losses

Save as otherwise stated in these General Terms and Conditions of Sale and Delivery there shall be no liability for either party towards the other party for loss of production, loss of profit, loss of use, loss of contracts or for any other consequential or indirect loss whatsoever.

17. Disputes and Applicable Law

Any dispute shall be governed and construed by English law.