

VJ TECH LIMITED TERMS & CONDITIONS OF SALES

1. Sales Agreement. The sale of products by VJ Tech Limited ("VJ Tech") is governed by these terms and conditions ("Terms and Conditions"). VJ Tech's offer to sell products to the buyer ("Buyer") is expressly limited by Buyer's acceptance of these Terms and Conditions, as evidenced by Buyer's issuance of an order for the purchase of product(s), or Buyer's acceptance of any product under an order, or Buyer's payment for any product under an order. These Terms and Conditions apply to the exclusion of any other terms that the Buyer seeks to impose or incorporate or which are implied by trade, custom, practice or course of dealing. Terms, if any, included on any order, acknowledgment forms or other documents issued by or on behalf of Buyer shall not apply and are hereby voided, except to the extent that any such terms are expressly agreed to in writing by VJ Tech.

Any quotation given by VJ Tech to Buyer will be subject to these Terms and Conditions and must be in writing to be valid. Any such quotation shall be valid for thirty (30) days from its date of issuance, unless otherwise specified in writing. Thereafter, VJ Tech reserves the right to review the terms of such quotation.

Where a quotation has been provided by VJ Tech to Buyer and Buyer issues an order based on, and strictly conforming to, such quotation, VJ Tech shall confirm its acceptance of the order (in writing or via electronic confirmation).

Where Buyer has issued to VJ Tech an order for the purchase of products that is not based on a quotation, VJ Tech shall advise Buyer whether or not it accepts the order (in writing or via electronic confirmation). Such an order shall not be binding on VJ Tech until and unless duly accepted by VJ Tech.

VJ Tech shall not be liable for any errors or miscalculations in Buyer's orders.

Buyer may not cancel any order without VJ Tech's prior written approval, such approval at VJ Tech's sole discretion. In the event VJ Tech expressly agrees in writing to permit Buyer to cancel an order, Buyer will be subject to a 20% re-stocking fee for any standard off-the-shelf products. In the event VJ Tech expressly agrees in writing to cancellation of an order for customized systems/products, Buyer will be responsible for all reasonable costs and losses attributable to the cancellation. Subject to the warranty set forth in Section 10, products purchased under these Terms and Conditions are not returnable or refundable.

2. Prices. All prices exclude (and Buyer shall be solely responsible for) costs of packing, packaging, loading, shipping, delivery, insurance, installation and commissioning. Prices do not include any fees, taxes or duties relating to the shipment and delivery of any of the products, including without limitations value-added tax (VAT), duty, import and export tariffs and other forms of taxes and excise duties in the United Kingdom and/or the recipient country.

If the currency fixed in an order is devalued, such that the rate of exchange between the currency chosen and Pounds Sterling varies by more than two percent (2%) as from the date of VJ Tech's offer, VJ Tech may, at its sole discretion,

suspend all performance under the order and notify Buyer of any price adjustment resulting from the devaluation. Buyer must then notify VJ Tech in writing within eight (8) days of the date of VJ Tech's notification whether Buyer wishes to purchase the products at the adjusted price. If Buyer fails to notify VJ Tech during such eight (8) day period, then Buyer's order will be automatically cancelled. VJ Tech shall not be liable for any costs or losses of Buyer attributable to such cancellation.

3. Time of Delivery. The estimated date of delivery shall be stated in VJ Tech's initial offer to sell products to Buyer and VJ Tech will use commercially reasonable efforts to deliver the products within the estimated time to the extent possible. Delivery dates are estimates only and the time of delivery is not of the essence. VJ Tech does not guarantee delivery of products on or by any estimated delivery date. In no event shall VJ Tech be liable to Buyer for any costs, fees, penalties or price reductions as a result of any failure to deliver products in accordance with any estimated delivery dates. Partial deliveries by VJ Tech are permitted unless otherwise upon agreed in writing by the parties.

4. Delivery. Delivery shall be made Ex Works (EXW) (Incoterms 2010), VJ Tech's shipping point. Unless otherwise agreed upon by the parties in writing, Buyer shall arrange for transportation and transport insurance. If Buyer fails to arrange for transportation, VJ Tech will choose a method of transportation that it deems appropriate. In all cases Buyer is responsible for all expenses involved in the shipment and delivery of products (including without limitation loading, freight, shipping, insurance, forwarding and handling charges).

5. Title Transfer. Title to products shall pass to Buyer as soon as the products have been placed with a transport agent.

6. Drawings, Descriptive Documents, etc. VJ Tech reserves the right to alter measurements and dimensions as well as the design and description of any products. All data, descriptions, specifications, and illustrations included in catalogues, prospects, circulars, advertisements, illustrated matter and price lists are approximate and shall not be binding unless otherwise agreed upon in writing by the parties. Drawings, descriptive documents, parts lists and other documentation (collectively, "Documentation") provided or made available to Buyer by VJ Tech are confidential information of VJ Tech and may be used by Buyer only in connection with the use of the products. Buyer may not copy Documentation or disclose Documentation to any third party.

7. Use of VJ Tech's Products. Buyer acknowledges and agrees that the products must be used, operated, stored and maintained in accordance with all instructions provided by VJ Tech and, where stated, products must be operated only by appropriately trained and qualified personnel.

8. Software. Buyer shall not copy VJ Tech's software or any related Documentation, other than as is necessary for back-up copies. Buyer shall not licence or assign any rights in VJ Tech's software. VJ Tech grants to Buyer a limited, non-exclusive license to use the software provided with the products solely for the purpose of operating the products in accordance with VJ Tech's written Documentation. The grant of license in this Section 8 does not apply to any VJ Tech software which is provided to Buyer separately from the products. Use of any VJ Tech software provided to Buyer separately from the products

is subject to the terms of VJ Tech's end user license agreement included with such software or that is referenced in the terms that apply to the Buyer's purchase of a license to the VJ Tech software.

9. Intellectual Property Rights. Notwithstanding that title to the products may pass to Buyer, VJ Tech shall remain the exclusive owner of all intellectual property rights of whatever nature including, without limitation, copyrights, patents and patentable inventions, know-how, trade secrets, trademarks and design rights (whether registered, registrable or otherwise) embodied in or otherwise relating to the products (including any software contained therein). Other than as permitted by applicable law, Buyer shall not reverse engineer, disassemble or decompile the products or any part thereof. Buyer shall not remove any proprietary notices and/or branding contained in or otherwise affixed to the products. Where any designs or specifications have been supplied by Buyer, Buyer warrants that the use of those designs or specifications for the manufacture, processing, assembly or supply of the products shall not infringe the rights of any third party and indemnifies VJ Tech against all loss, damages, costs and expenses awarded against or incurred by VJ Tech in connection with or paid or agreed to be paid by VJ Tech in settlement of any claim which results directly or indirectly from VJ Tech's use or application of Buyer's specification including any claim for infringement of any patent, copyright, design, trade mark or other intellectual property rights of any other person .

10. Warranty, Remedying Defects and Shortcomings, Complaints. Other than in the case where Buyer purchases an extended warranty for the products and the following warranty applies for the specified extended warranty period, for a period of one (1) year following the date of delivery, and subject to the other provisions of this Section 9, VJ Tech warrants that all new products that are both (a) manufactured by VJ Tech and (b) purchased directly from VJ Tech (or an authorized distributor of VJ Tech) shall be free of material defects in materials and workmanship. Buyer's sole and exclusive remedy, and VJ Tech's sole and exclusive obligation, in the event of any failure of products to comply with this warranty shall be for VJ Tech to, at its option, repair or replace such products free of charge. In no event shall VJ Tech be liable for ordinary wear and tear.

VJ Tech does not provide any warranty for third party parts, components or products that are not manufactured by VJ Tech. Such parts, components or products may be warranted by third parties on a "pass through" basis.

The foregoing remedies shall not apply to any product failure caused in whole or in part by (i) Buyer's failure to operate, maintain, service or store the products in accordance with VJ Tech's Documentation or (if there is none) good trade practice regarding the same, (ii) any alteration, modification or repair made to the products other than by VJ Tech, (iii) use of the products for a purpose other than that for which it is intended, (iv) VJ Tech following any drawing, design or specification supplied by Buyer, (v) fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions, or (vi) the products differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements. VJ Tech shall not be liable

for products' failure to comply with the warranty set out in this Section 10 if Buyer makes any further use of such products after giving notice in accordance with this Section 10.

In order to get the benefit of the foregoing warranty, Buyer must immediately inspect the products upon receipt and notify VJ Tech in writing immediately after discovering any defect or shortcoming. Buyer shall not ship products back to VJ Tech for any reason without VJ Tech's prior written consent. Notwithstanding such consent, VJ Tech reserves the right to inspect the products at its facility and to refuse, at its sole discretion, to accept the return of any item if VJ Tech determines that the products' warranty is not applicable for the reasons set forth above. Any defective products or parts forwarded by Buyer to VJ Tech for repairs or replacement, shall be carriage paid and at Buyer's risk. Buyer must clearly indicate the nature of the defect or shortcoming.

The remedy obligations of this Section 10 shall apply to any replacement products or parts only for the same duration of time as for the replaced products or parts.

THE FOREGOING EXPRESS WARRANTIES, ARE THE EXCLUSIVE TERMS AVAILABLE TO BUYER AND EXTEND ONLY TO THE ORIGINAL CUSTOMER OF VJ TECH OR VJ TECH'S AUTHORIZED DISTRIBUTOR, AS THE CASE MAY BE. THE CORRECTION OF ANY DEFECT IN OR FAILURE OF PRODUCTS BY REPAIR OR REPLACEMENT IN ACCORDANCE WITH VJ TECH'S POLICIES AS DESCRIBED HEREIN SHALL BE VJ TECH'S SOLE AND EXCLUSIVE OBLIGATION AND THE SOLE AND EXCLUSIVE REMEDY OF BUYER FOR ANY AND ALL LOSSES, DELAYS OR DAMAGES RESULTING FROM THE PURCHASE OR USE OF VJ TECH'S PRODUCTS. OTHER THAN THE LIMITED WARRANTY SPECIFICALLY STATED HEREIN, VJ TECH, TO THE EXTENT PERMITTED BY LAW, DISCLAIMS ALL WARRANTIES, CONDITIONS OR TERMS WITH RESPECT TO VJ TECH'S PRODUCTS, INCLUDING THE PERFORMANCE THEREOF AND ANY SERVICES PROVIDED TO BUYER, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY, CONDITION OR TERM ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, NON-INFRINGEMENT, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE, AS WELL AS) ALL WARRANTIES, CONDITIONS OR OTHER TERMS IMPLIED BY THE SALE OF GOODS ACT 1979 AND THE SUPPLY OF GOODS AND SERVICES ACT 1982.

11. Limitation of Liability. To the extent permitted by law, VJ Tech shall not be liable whether in contract, tort (including negligence), breach of statutory duty, or otherwise for any special, incidental, consequential or indirect damages or for loss of goodwill or business profits, lost revenue, work stoppage, computer failure or malfunction, or for any and all exemplary or punitive damages arising hereunder or from the use of products, including, without limitation, any such loss or damage relating to personal injury or property damage, even if VJ Tech has been advised or was aware of the possibility of such loss or damages. Except in the case of death or personal injury caused by VJ Tech's gross negligence or for any matter, acts or omissions in respect of which the governing law prohibits the exclusion or limitation of liability, VJ Tech's total aggregate liability to Buyer for any and all other damages, losses or liabilities arising hereunder or from the products, whether in contract, tort (including negligence), breach of statutory duty

or otherwise, shall not exceed the amounts actually received by VJ Tech from Buyer with respect to the product giving rise to the liability. Buyer shall indemnify VJ Tech for any liability arising from Buyer's (including its employees' and agents') use of the products sold (directly or indirectly) by VJ Tech.

12. Payment. Payment shall be due no later than 30 days from date of VJ Tech's invoice.

For late payments, VJ Tech may, at its sole discretion, charge interest on the overdue amount at the rate of 4% per annum above Barclays Bank's base rate from time to time the market rate in force in the United Kingdom accruing from the date the payment was due until payment thereof in full together with such interest as well as all judicial and extrajudicial costs relating to the collection of the amount owed, without prejudice to any other rights VJ Tech may have at law or under these Terms and Conditions. Buyer shall have no right of deduction, withholding or set off of any kind as a consequence of any counterclaims of Buyer (including for amounts owed or payable by VJ Tech for any reason).

13. Force Majeure. VJ Tech shall not be liable for failure to perform or for delay in performance due to fire, flood, storm, earthquake or other natural calamity, strike, lockout or other labor difficulty, act of God, explosion or other catastrophe, war or warlike operations, acts of terrorism, act of any governmental authority, court orders or decrees, riot, pandemics, epidemics or other viral outbreak, embargo, fuel or energy shortage, power or other utility failure, delays occasioned by carriers, suppliers or other persons providing raw materials, goods or services to VJ Tech, inability to obtain necessary

labor, materials, or manufacturing facilities from usual sources, or due to any cause whether or not similar to the foregoing beyond VJ Tech's reasonable control. In the event of a delay in performance due to any such cause, the estimated date of delivery or time for completion of performance will be extended by a period of time reasonably necessary to overcome the effect of such delay. If VJ Tech reasonably determines that any such delay in performance is likely to extend for a period of ninety (90) days or more, VJ Tech shall have the right to cancel the applicable order upon notice to Buyer with no liability or further obligation to Buyer with respect to such order.

14. Other Agreements. These Terms and Conditions shall apply to all sales by VJ Tech and may only be modified or amended by a writing executed by an authorized officer of VJ Tech.

15. Assignment and Subcontracting. VJ Tech may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under these Terms and Conditions. Buyer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under these Terms and Conditions without the prior written consent of VJ Tech.

16. Severance. If any court or competent authority finds that any provision of these Terms and Conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these Terms and Conditions shall not be affected.

17. Waiver. A waiver of any right or remedy under these Terms and Conditions is only effective if given in writing and shall

not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under these Terms and Conditions or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

18. Third Party Beneficiaries. Other than as expressly provided for herein, no rights or benefits are, or are intended to be, conferred on any third party under the Contracts (Rights of Third Parties) Act 1999.

19. Rights & Remedies. In addition to the rights and remedies contained in these Terms and Conditions, VJ Tech shall have all the rights and remedies afforded to a seller pursuant to any rule of law. All rights and remedies of VJ Tech under these Terms and Conditions shall be cumulative and not in the alternative.

20. Export Control. Regardless of any disclosure made by Buyer of any ultimate destination of the products, Buyer will not, directly or indirectly, export, re-export or re-sell any products, or system incorporating such products, to any unauthorized end user. An "unauthorized end user" is any person or entity to whom the products must not be conveyed under UK, EU or U.S. export control laws and regulations. The definition of "unauthorized end user" includes, without limitation: (1) any person or entity for which an authorization to export or transfer the product is required by any governmental body of competent jurisdiction but which authorization has not been obtained; or related to any applicable export or import control laws or regulations and shall indemnify, defend and hold VJ Tech harmless from any violation of this export control section by Buyer, its employees, agents, consultants or customers.

21. Governing Law & Venue. These Terms and Conditions and any dispute or claim arising hereunder shall be governed by laws of the England and Wales, without regard to its conflicts of law principles. The United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms and Conditions or the supply of products hereunder. The parties irrevocably submit to the exclusive **jurisdiction of the courts of England and Wales.**