

PURCHASE ORDER TERMS AND CONDITIONS
THE TERM "HTA" HEREINAFTER DENOTES "HTA GROUP LIMITED"

ACCEPTANCE OF CONTRACT - HTA and Seller shall be bound by this purchase order, including all of its terms and conditions when Seller executes and returns to HTA the acknowledgement copy of this order or when Seller delivers to HTA any of the items ordered or renders for HTA any of the services ordered herein in accordance with the terms of this purchase order. No contract shall exist as herein above provided. This purchase order may be cancelled by HTA at any time prior to the happening of any of the above enumerated events. This purchase order and any contract resulting therefrom shall be governed by and construed under English Law. Any terms heretofore or hereafter proposed by the Seller in addition to or different than those included in or incorporated by reference into this purchase order are hereby rejected unless expressly assented to by HTA in writing.

AMENDMENTS - No agreement or understanding to modify this purchase order shall be binding upon HTA unless in writing and signed by HTA's authorised agent. All specifications, drawings, and data submitted to Seller with this order are hereby incorporated herein and made a part hereof.

QUANTITIES - Unless quantities and shipping schedules are specified hereon, this purchase order is issued to cover the purchases of undetermined quantities of the item or items described hereon for an indefinite period or until cancelled, with shipping schedules and quantities to be determined by HTA, and indicated to Seller in writing, in the form of HTA documents entitled "Revision of Purchase Order" "Material Delivery Schedule - Revision to Material Delivery Schedule" or "Steel Stock Status Release".

CUSTOMS CLEARANCE AND DOCUMENTS - Unless otherwise agreed in writing, all items delivered in accordance with this purchase order, whether or not in free circulation, will be cleared through the customs office located at HTA destination. Whatever the conditions of delivery are, Seller will render every assistance in obtaining and preparing any exportation, importation, and/or transit documents which may be required.

INSPECTION - Whatever the provisions in respect of delivery location, shipment and inspection at Seller's factory, materials or equipment purchased hereunder are subject to inspection and approval at HTA's destination. HTA reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings, and data or any warranty (express, implied, or statutory). Items not accepted will be returned to the Seller at Seller's expense and risk; and Seller further agrees to refund any payments which Seller may have received from HTA including original shipment expense and customs duties and, at the option of HTA, to replace any rejected goods. Payment for any article hereunder shall not be deemed an acceptance thereof.

WARRANTY - By accepting this order Seller hereby warrants that the items and services to be furnished hereunder will be in full conformity with the instructions, specifications, drawings, and data incorporated into this purchase order of Seller's samples, Seller agrees that this warranty shall survive acceptance of the items. This warranty shall be in addition to any express, implied or statutory warranties of additional scope given to HTA by Seller or imposed by law.

PROPERTY FURNISHED TO SELLER BY HTA - Unless otherwise agreed to in writing, all items, materials, fixtures and other property of any kind or nature, including but not limited to all patterns, tools, models, jigs, drawings, specifications, test reports, samples and any other technical and advertising material, furnished to the Seller by HTA, or specifically paid for by HTA, for use in the performance of this order, shall be and remain the property of HTA, shall be subject to removal or disposition according to HTA's instruction and for that purpose employees or agents of HTA may enter upon the premises of Seller, shall be used only in filing orders from HTA, and shall not be disposed of or disclosed to others. HTA shall provide adequate insurance coverage to cover replacement of any property furnished or paid by HTA and hereby extends to Seller waiver of subrogation rights by HTA's insurance carriers.

INDEMNIFICATION - Seller agrees to indemnify, defend and hold harmless HTA, its officers, employees, and agents from and against and all claims and demands of any nature whatsoever, including costs, litigation expenses, counsel fees and liabilities incurred in connection therewith, arising out of injury to, or death of, any person whatsoever or damage to property of any kind by whomsoever owned, caused in whole or in part by the acts or omissions of Seller, its agents, or employees, in connection with this order.

PATENTS - In consideration of HTA's purchase of the material or products included in this order, the Seller undertakes and agrees to defend at Seller's own expense all suits, actions, or proceedings brought against HTA, any of HTA's customers, or the users of such materials or products purchased hereunder for actual or alleged infringement of any English or foreign letters patent because or on account of the use or sale of such material or products, except such materials or products that are requested by HTA to be specifically constructed in exact accordance with HTA's designs or technical specifications which constitute the basis for such actual or alleged infringement, and in any other than the above excepted situation. Seller further agrees to pay and discharge any and all judgements or decrees which may be rendered in any such suit, action, or proceeding against the defendants therein.

PRICE - HTA shall not be billed at prices higher than stated on this purchase order unless authorised by a "Revision of Purchase" issued and signed by HTA. Seller represents that the price charged for the items or services covered by this order is the lowest price charged by the Seller to buyers of a class similar to HTA under conditions similar to those specified in this order and that prices comply with applicable government laws and regulations in effect at time of quotations, sales, and delivery. Seller agrees that any price reduction made in items or services covered by this order subsequent to the placement of this order but prior to shipment of such items or rendering of services will be applicable to this order. No charge or payment will be made for boxing, packing, crating, cartage, or other added charge, unless provided on this purchase order or on a revision thereto.

TERMS - HTA shall pay all invoices as set forth in the schedule for settlement dates if provided to Seller by HTA. Otherwise payment of invoices will be made on 60 days from end of month of invoice date following approval. Discounts, if applicable, shall be allowed when invoices are so paid. All invoices shall carry current mailing dates. Payment deadlines and discount periods shall be calculated from the date of HTA's receipt of the correct invoice. Seller waives right to resort to endorsement, factoring, or drawing of negotiable instruments.

COMPLIANCE WITH LAW - In accepting this order Seller represents that it has and will continue during the performance of this order to comply with the provisions of all laws and regulations from which liability may accrue to HTA for any violation thereof. Without in any way limiting the generality of the foregoing, whenever required by English law, Seller shall provide HTA with an appropriate certification that all items delivered pursuant to this purchase order comply with all applicable English regulations with respect to safety and hygiene. If Seller is located in the United States of America, by acceptance of this purchase order Seller certifies compliance with the Fair Labour Standards Act of 1938, as amended, in the performance of this order.

TERMINATION - HTA may at any time terminate all or any part of undelivered quantities on this purchase order, or any revisions thereof, or any release or delivery schedule pursuant thereto. Seller agrees that any termination charges made in consequence shall be limited to costs of materials and labour incurred on items cancelled prior to knowledge of their cancellations. Seller further agrees to take all steps reasonably possible to mitigate such termination charges.

EARLY DELIVERIES - On deliveries made earlier than the purchase order required date, HTA, at its option, may return the items at Seller's expense and risk and/or withhold payment until the otherwise applicable payment date. If HTA so returns the items, Seller's account will be debited for the total amount of any invoice (including shipping expenses, as applicable) paid.