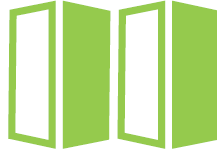


CLEARVIEW

Movable Wall Solutions



TERMS AND CONDITIONS OF SALE

TERMINOLOGY:

The party to whom this Proposal is submitted will be called the "Purchaser" and CLEARVIEW MOVABLE WALL SOLUTIONS LIMITED (CLEARVIEW), a company registered in England under company number 07249413 and having its registered office at Unit 35a, Headway Business Centre, Knowles Lane, Bradford, BD4 9SW, will be called the "Company." The word "parties" means collectively the Purchaser and the Company.

GENERAL CONDITIONS:

- (a) The Company reserves the right to accept or reject any proposal by the Purchaser.
- (b) All proposals accepted by the Company shall be subject to all the terms and conditions stated on this Proposal.
- (c) This Proposal, when accepted by an officer of the Company, shall constitute the complete agreement between the parties hereto and it is expressly agreed and stipulated that there are no promises, representations, provisions, understandings, warranties or conditions of any nature whatsoever pertaining to the subject matter hereof not expressly stated herein. Any other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Proposal.
- (d) No modification of this Proposal and no modification of any ensuing agreement shall be of any force and effect unless the same shall be in writing, signed by the duly authorised representative of the Purchaser and thereafter accepted by an officer of the Company, indicating the agreed price and schedule adjustment, if any.
- (e) All provisions of the contract ensuing from this Proposal, including any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.
- (f) The Company shall not be liable for any failure or delay in performing its obligations hereunder to the extent that such failure or delay is caused by failure of the Purchaser to convey information necessary for the Company to complete its work or any event beyond the Company's control, which by its nature could not have been foreseen or, if it could have been foreseen, was unavoidable, including but not limited to strikes, lock-outs or other industrial disputes (whether involving the Company's workforce or otherwise) failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors. If, during the period of delayed performance resulting from any cause in whole or in part beyond the Company's control, the Company's costs are increased, the Company shall be entitled to pass those cost increases on to the Purchaser and the Purchaser hereby agrees to pay the same. If any delay not within the Company's control, in whole or in part, prevents performance for twelve (12) months or more, the Purchaser or the Company may cancel the remaining unperformed portion of this Proposal by giving written notice to the other party of its intention to do so.
- (g) The Company reserves the right to substitute material when made necessary or advisable, in the sole discretion of the Company, by governmental action or other causes beyond its control.
- (h) The provisions of the contract ensuing from this Proposal shall be binding upon the heirs, administrators, executors, legal representatives, successors or assigns to the parties hereto
- (i) The Company may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under this Proposal to any third party or agent. The Purchaser shall not, without the prior written consent of the Company, assign, transfer charge, subcontract or deal in any other manner with all or any of its rights or obligations under this Proposal.
- (j) If installation is included in this Proposal, the Purchaser shall provide at no cost to the Company water, electricity, telephone and sanitary facilities unless otherwise agreed in writing. If the installation superintendent finds that these utilities are not available or that, for any other reason the site is not ready for installation, it shall be the obligation of the Purchaser to assume all costs occasioned by failure to timely supply such utilities, proper information or adequate storage.
- (k) It is agreed that title to materials or equipment supplied by the Company remains with the Company until the total price and all other amounts outstanding (if applicable) have been paid in cash, at which time title will pass to the Purchaser, unless the Terms of Payment as described on the face hereof otherwise provide. Notwithstanding that title may not have passed, risk in the materials or equipment will pass to the Purchaser on delivery. It is the Purchaser's responsibility to ensure that the materials or equipment are kept safe on site before, during and after installation and are fully insured against fire, theft, damage and other normal insurable risks for their full replacement costs.
- (l) **ATTENTION:** Nothing in this Proposal shall limit or exclude the Company's liability for (i) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors, (ii) fraud or fraudulent misrepresentation, and/ or (iii) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- (m) **ATTENTION:** Subject to clause (l), the Company shall under no circumstances be liable to the Purchaser, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with this Proposal. In any case, the total liability to the Purchaser in respect of all other losses arising under or in connection with this Proposal, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the purchase price
- (n) Any amount past due shall accrue interest at 1.5% per month.
- (o) The Company shall be entitled to recover all legal fees and other costs of collection of payment, or other accrued sums attributable to the Company enforcing its rights under this Proposal, from Purchaser on an indemnity basis.
- (p) Purchaser shall, upon notice of completion of installation of each separable unit of Company's work, inspect same. The Purchaser shall conclusively be presumed to have made complete and final acceptance thereof unless written objection is conveyed within ten (10) days of Company's notice.
- (q) Any dispute between the parties arising out of or pertaining in any way to this Proposal, the contract ensuing from it and/or any goods purchased or work performed by the Company shall, at the Company's sole option, be resolved by binding arbitration held in or such other location as the Company may select and give notice of said location to Purchaser.
- (r) To the extent any item delivered or supplied to the Purchaser hereunder incorporates any intellectual property right, it is acknowledged and agreed that the Purchaser shall not acquire any right of ownership in or to any such intellectual property right.

PRICES:

Unless otherwise specifically stated on the face of this proposal, all prices are:

- (a) Subject to revision to conform to the Company's price in effect at time of shipment;
- (b) Quoted on delivered basis where installed by others to include delivery to nearest freight station or railroad;
- (c) Do not include the cost of any surety bond for performance or payment of the Company's work, and
- (d) Based on full-time, continuous labour without interruption during regular working hours until completion and subject to revision if the Purchaser requires overtime work or changes to the work, including additional time for performance, increased labour costs, overhead and profit.

SHIPPING CONDITIONS:

Unless otherwise specifically stated on the face hereof, all deliveries and shipments are subject to the following conditions:

- (a) Partial shipments may be made at the Company's sole discretion. Payment for such partial shipment(s) shall be made in the proportion of the contract price that the partial shipment bears to the whole, in accordance with the terms of payment set forth on the face hereof, and
- (b) Shipping dates are approximate. It shall be the responsibility of the Purchaser to advise as to the earliest shipping dates when material may be conveyed, as governed by actual building conditions. If shipment is made and the building is not ready to receive the equipment, the Purchaser must arrange storage in a dry place and assume responsibility for the same.

MAINTENANCE:

After delivery the Company shall have no responsibility for maintenance and the Purchaser agrees to maintain the material or equipment at its own expense, or until the arrival of the Company's installers.

CLAIMS:

The Company's responsibility for loss, damage, delay, or non-delivery ceases upon delivery of material or equipment to a public carrier, and any such claim must be filed against the carrier by the consignee or the Purchaser. Claims for shortages, errors in packing or overcharges must be made to the Company within twenty (20) days after receipt of shipment or such claim shall be deemed to have been waived.

CANCELLATIONS OR POSTPONEMENTS:

- (a) No contract ensuing from this Proposal is subject to cancellation or postponement by the Purchaser except upon written consent of an authorised Home Office representative of the Company.
- (b) Any such duly authorised cancellation or postponement shall be subject to a charge to reimburse the Company for all costs incurred in connection therewith, including reasonable profit and damages for the Company's work to date of termination.
- (c) The Company reserves the right to refuse shipment during any period when, in its sole judgment, the Purchaser's credit is unsatisfactory, or until receipt of full or partial advance payment.

SIZES AND WEIGHTS:

Measurements, dimensions and weights are subject to variations and are not guaranteed by the Company.

LIMITED WARRANTY:

As the exclusive limited remedy of the Purchaser, the Company warrants the equipment or material listed on the face hereof to be free from defects in material or workmanship under normal use and service, its obligation under this warranty being limited to the repair or replacement, F.O.B. its factory, for any part or parts of its own manufacture which shall, within two (2) years after the date of shipment of such equipment or material to the Purchaser, be returned to it with transportation charges prepaid and of which Company has received written notice of such alleged defects and further provided that this material or equipment shall have been maintained in its original installation or shall have been in the continuous possession of the original user. This warranty is expressly in lieu of all other express or implied warranties including, but not limited to, any warranty of quality or fitness for a particular purpose, and of all other obligations and liabilities on the Company's part. The Company neither assumes nor authorizes any person to assume for it any other liability in connection with the sale of its material or equipment. There are no warranties except those stated in the Proposal. The Company makes no representations whatsoever in regard to merchandise, equipment, parts or accessories not of the Company's own manufacture, the Company's liability in such cases being limited to such warranty, if any, as the manufacturer thereof may grant to the Company and if none, to the warranties herein expressed. In recognition of the fact that the Company's price makes no provision for such risk, the Company shall not be liable for direct, special or consequential damages or delays, including but not limited to lost profits, good will, loss of time, inconvenience or commercial loss, if such occurs, on account of defective material or workmanship or delays or accelerations in shipment, nor will any allowance be granted for any repairs, alterations, work done or expense incurred in connection with any repairs, alterations or replacements. The Company shall in no way be liable or responsible for injuries or damages to persons or property arising out of the use or operation of all the material or equipment within described, including component parts thereof, and the Purchaser hereby agrees to indemnify and save harmless the Company from all such liability and responsibility. The Company reserves the right to make any changes in design, additions to and improvements in its product without imposing any obligation upon itself to install them on its product previously manufactured.

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