

CONDITIONS OF SALE

Unless otherwise stated in writing the following conditions shall apply:-

1. Quotations and Acceptance

- a) Quotations are valid for thirty (30) days and represent no obligation until the Seller accepts the Purchaser's Order.
- b) Any order sent to the Seller by the Purchaser shall be accepted entirely at the discretion of the Seller and if so accepted, the Seller's conditions shall apply to the entire exclusion of those of the Purchaser contained on or referred to in an order form or other documents or correspondence from the Purchaser, and no addition or substitution of these items shall be binding upon the Seller unless and until expressly accepted in writing by a duly authorised person on behalf of the Seller.
- c) Telephone orders will be accepted only with Purchaser's official order number. Any written confirmation of such orders must contain the confirmation reference given by the Seller at the time of order failing which any duplication of delivery must be accepted and paid for by the Purchaser.
- d) Any advice or recommendation given by the Seller or its employees or agent to the Purchaser as to the storage, application or use of the goods which is not confirmed in writing by the Seller is followed or acted upon entirely at the Purchaser's risk and accordingly the Seller shall not be liable for any such advice or recommendation which is not confirmed in writing.

2. Price and Delivery

- a) Prices do not include VAT.
- b) Delivery will be ex-works unless otherwise agreed and goods will be packed to the Seller's normal specification in non- returnable packing. Carriage will be arranged at the Purchaser's request and expense. Any applicable COD charges will be added to the price of the goods.
- c) Release documentation and Certification of Conformity for goods supplied from bonded stock will normally be provided free of charge.
- d) Time of delivery shall not be of the essence and any delivery period quoted is an estimate only and commences from the Seller's acknowledgement of the Purchaser's order. Provided the Seller takes all reasonable steps to deliver the goods at the time stated, and gives the Purchaser reasonable notice if it is unable to meet any delivery date quoted, the Seller shall be under no liability for any delay or failure in delivery.
- e) The Seller reserves the right to deliver in more than one consignment and to invoice each consignment separately. Call- off arrangements or scheduled deliveries can only be accepted if the price of each shipment exceeds £25.
- f) Purchasers outside the UK are responsible at their own expense for obtaining any import license required in the country of destination and the Seller is responsible for seeking any necessary license to export from the UK unless the Purchaser's office issuing the order is located in the UK.
- g) All contracts for export from the UK shall be in accordance with INCOTERMS 1990 Edition or any amendment or re- publication thereof for the time being in force at the date of the contract.

3. Title and Risk

- a) Legal title to the goods shall remain with the Seller until such time as the Seller has received payment of the price of the good and of the price of any other goods or services previously or subsequently supplied by the Seller to the Purchaser whereupon such title shall pass to the Purchaser. Insofar as the goods may be delivered to the Purchaser prior to the time when title thereto passes to the Purchaser as aforesaid the Purchaser shall until such time hold the goods as the fiduciary agent and bailee of the Seller and shall accordingly remain liable to account to the Seller for the goods or, if the same shall be sold by the Purchaser (which the Purchaser shall be entitled to do as the fiduciary agent of the Seller but as between the Purchaser and the Purchaser's customer, only as principal and without creating any relationship, disclosed or undisclosed, between the Seller and such customer), for all of the proceeds, tangible and intangible (and including without limitation insurance proceeds and proceeds of proceeds), thereof. The Purchaser shall, as trustee for the Seller, pay such proceeds into a bank account separate from all other bank accounts and other monies and assets of the Purchaser and of third parties. The

Purchaser shall store the goods separate from any other goods of the Purchaser and of third parties and shall identify the goods as the property of the Seller. The purchaser shall not remove any identifying marks placed on the goods by the Seller.

b) Notwithstanding the retention by the Seller of legal title to the goods, (i) risk in the goods shall pass to the Purchaser on delivery to the Purchaser's delivery address and the Purchaser shall arrange for the Seller's interest in the same to be noted on all relevant insurance policies, (ii) the Seller shall be entitled to maintain an action against the Purchaser for the price of the goods or any part thereof, and (iii) the Purchaser shall be deemed to have accepted all goods upon their delivery by the Seller to the address specified in the order.

c) The Purchaser may exercise its right to sell the goods as the fiduciary agent of the Seller in the usual course of the Purchaser's business but such right (i) may be revoked at any time by the Seller giving notice to that effect if the Purchaser is in default for longer than seven days in the payment of any sum whatsoever due to the Seller (whether in respect of the goods or services supplied at any time by the Seller to the Purchaser or for any reason whatsoever) or if the Seller has bona fide doubts as to the solvency of the Purchaser, and (ii) shall automatically cease if a receiver, manager or administrator is appointed over the assets, undertaking or property of the Purchaser, or a winding-up or administration order against the Purchaser is made or petitioned, or any petition or order in bankruptcy against the Purchaser is presented or made, or the Purchaser goes into voluntary liquidation (otherwise than for the purposes of reconstruction or amalgamation while solvent) or calls a meeting of or makes arrangements or compositions with creditors.

d) Upon determination of the Purchaser's rights of sale under Condition (c) (i) or (c) (ii) above, the Purchaser shall place the goods at the disposal of the Seller (who shall be entitled to enter any premises of the Purchaser for the purpose of removing the goods and to remove the goods from the said premise) and/or, as the case may be, pay to the Seller the proceeds then held by the Purchaser as trustee for the Seller in accordance with Condition 3 (a).

4) Performance

Unless any performance figures, tolerances or characteristics have been specifically and expressly warranted by the Seller in writing, the Seller shall be under no liability whatsoever for any failure to attain such figures whether attributable to the Seller's negligence or otherwise.

5) Confidentiality

Both the Seller and Purchaser shall each keep confidential and shall not without the prior consent in writing of the other disclose to any third part, any technical or commercial information which it has acquired from the other as a result of discussions, negotiations and other communications between them relating to the goods and the Order.

6) Unfair Contract Terms Act 1977

a) If and to the extent that s6 and/or 7 (3A) of the Unfair Contract Terms Act 1977 applies to the Order, no provision of these terms and conditions shall operate or be construed to operate so as to exclude or restrict the liability of the Seller for breach of the applicable warranties as to title and quiet possession implied into the terms and conditions of the Order by s12(3) of the Sale of Goods Act 1979, or s2(3) of the Supply of Goods and Services Act 1982, as amended by the Supply of Goods and Services Act 1994 whichever Act applies to the Order.

b) Where the Purchaser is a natural person and if and to the extent that s2(1) of the Unfair Contract Terms Act 1977 applies to the Order, nothing in these terms and conditions shall operate or be construed to operate so as to exclude or restrict the liability of the Seller for death or personal injury caused to the Purchaser by reason of the negligence of the Seller or of its servants, employees or agents.

7) Payment and Set Off

a) Payment for UK deliveries shall be due 30 days from end of month except where the Seller stipulates C.W.O or C.O.D terms, or agrees in writing extended payment terms. The Seller reserves the right to charge interest before and after any judgement at 2% per month on any sum outstanding after the due

date and to cancel the order or suspend any further deliveries.

b) Payments for exports from the UK shall be made in the UK through an irrevocable unconditional Letter of Credit established in favour of the Seller and confirmed by a London Clearing Bank. The Letter of Credit shall (i) have an initial validity equal to the delivery period plus one month, (ii) permit part shipments and (iii) provide for the release on each shipment of 100% of the contract value thereof. No liability to deliver goods shall arise before the Seller receives such a Letter of Credit.

c) Any discounts specified by the Seller shall apply only where payment is received as indicated above. Payment shall not be withheld on account of any claim by the Purchaser against the Seller. The Seller reserves the right to suspend deliveries where payment for any order, related or otherwise, has not been made by the due date and remains outstanding.

d) If at any time any sum of money becomes payable by the Seller to the Purchaser under or in connection with the contract or any breach thereof by the Seller, the Seller shall be entitled in addition to any other rights of set-off conferred by law, to set-off against such sum any amount then due, or which at any time thereafter become due, to the Seller from the Purchaser (or any other company in the Scorpion Automotive Ltd group of Companies) under the contract or any other contract order or transaction between the Seller (or any such other company) and the Purchaser.

8) Description and Data

a) All specifications, drawings and particulars of weights, dimensions, capacity or other details provided by the Seller are intended to give a general idea of the Goods but will not form part of the Contract (ii) if the description of any Goods in any correspondence, leaflet, invoice or the invoice or the catalogue varies from that of the manufacturer's description, the manufacturer's description will be deemed to be the correct description and shall take the precedence over the Seller's description. The manufacturer's description is available from the Seller on request. Goods will be supplied to the manufacturer's current specification and finish. The description of the goods has been given by way of identification only and the use of such description shall not constitute a sale by description.

b) The Seller shall use reasonable endeavours to ensure the accuracy of technical data or literature relating to the goods, but the Seller (save, for death or personal injury) accepts no liability in contract, tort (including negligence or breach of statutory duty) or otherwise for any damage or injury arising directly or indirectly from any error or omission in such technical data or literature.

9) Guarantee

a) Any defects which under proper use appear in our products within a period of 2 years (or unless otherwise stated) after installation and which are due to faulty materials, workmanship or design will be made good by the Seller either by repair or, at its option, by replacement provided that the Goods or the defective parts thereof are returned to Seller, carriage paid and suitably packaged, within the 2 year period, together with a claim in writing which specifies the date of purchase and providing that the subscriptions payments have been continuous from the date of purchase. Software programs are supplied on the strict understanding that Seller does not warrant their functions to be free from defects or errors. No goods may be returned for credit unless previously agreed with Seller. The Seller's sole obligation and Purchaser's sole remedy under this provision is limited to the cost of repair or replacement of the goods supplied irrespective of the nature of the claims, whether in contract, tort or otherwise.

b) All items (including without limitation software programs) added to or incorporated into the Goods by Purchaser must be removed from the Goods prior to return to the Seller. The Seller shall not be liable in respect of any loss or damage resulting from any such items not so removed being damaged and the return of the Goods by Purchaser will authorise Seller to remove such items from the Goods without liability.

c) This guarantee is provided by Seller and accepted by Purchaser in substitution for all express or implied representations conditions or warranties, statutory or otherwise, as to the state quality fitness for purpose or performance of the Goods (or any materials used in connection therewith) or the standard of workmanship and all such representations conditions and warranties are hereby excluded.

d) The Seller shall not be liable in any way whatsoever whether in contract, in tort, in misrepresentation or under statute or common law or otherwise for any consequential or other loss, damager or injury

however caused and whether caused by Seller's negligence which may arise out of or in connection with the supply of the Goods to the Purchaser except for liability which for death or personal injury arising from Seller's negligence. This Guarantee does not apply to Goods which have been subject to misuse (including static discharge), neglect, accident or modification, or which have been soldered or altered during assembly and are not capable of being tested

10) Subscriptions

For ScorpionTrack or TrakKing, the company offers an optional annual or duration subscription for the on going use of the company's servers and airtime as well as for 24/7 monitoring where applicable. The current prices for these options are published on the website. Annual means any 12 month period from the date of subscription Duration means for the duration of ownership of the vehicle which has had the Tracking unit installed, on the original vehicle and by the original owner.

In the event of a customer selling their vehicle with a ScorpionTrack or TrakKing product installed then the new owner will be liable to pay the full subscriptions charge. In the event that a customer should wish to take their ScorpionTrack or TrakKing unit with them when they sell their vehicle and have it installed in their next vehicle then the following rule will apply. If a duration payment has been made then Scorpion will continue to support the product for a period of 3 years from date of original installation in the 1st vehicle. If annual subscription has been paid then Scorpion will continue to support this until the end of the 12 month period.

11) Force Majeure

The Seller shall have no liability in respect of failure or delay in delivery or in performance of any obligations under the contract due to any cause outside the Seller's control.

12) Price Variation

The Seller reserves the right to increase the price of goods in proportion to any increase of costs to the Seller between the date of acceptance of the order and the date of delivery (including without limitation costs relating to exchange rates, labour, materials, transport and taxes). The Seller also reserves the right to increase the price of goods where the increase is due to any act or default of the Purchaser, including without limitation the cancellation by the Purchaser of part of any order or non-adherence to agreed call-off or schedule delivery arrangements.

13) Storage

When delivery is delayed for reasons attributable to the Purchaser or its agents (a) storage and other additional costs will be charged to the Purchaser, (b) the goods will be at the Purchaser's risk from the date of commencement of such delay, (c) the original delivery date shall be the date of commencement of the guarantee and (d) the Seller may invoice the price on the original delivery date.

14) Intellectual Property Rights

a) The sales of the goods and the publication of any information of technical data relating thereto does not imply, and the Seller gives no warranty or condition whether expressed or implied by statute, at common law or otherwise as to freedom from infringement of the patent, registered design, trademark, trade-name, copyright or other intellectual property rights of third parties (whether arising or created before or after the date of delivery of the goods) ("IPR") in respect of the goods or any particular application thereof or any method in which the goods are used or disposed of or any combination of the goods with or into any other product (whether or not supplied by the Seller), whether or not that application, method or combination is the only application, method or combination in which the goods can be disposed of or used.

b) The Purchaser warrants that any design and specifications supplied or specified by it to the Seller will not involve the infringement of any IPR in the manufacture and sale of the goods by the Seller.

c) The Purchaser undertakes to indemnify and keep indemnified the Seller against all royalties, claims, actions demands, proceedings, losses and costs in connection with any infringement or alleged infringement of any IPR arising out of or in connection with the matters described in paragraphs (a)

and/or (b) above.

15) U.S. Export Control Regulations

- a) The Seller shall in no circumstances be liable for any damage, loss or claim howsoever occasioned by an act or omission on the part of the Purchaser in contravention of any regulations issued by the United States Government concerning the export of goods, services or technology.
- b) Any goods supplied by the Seller whose export from the United Kingdom is restricted by an aforementioned regulations shall not be exported by the Purchaser without the prior approval of the relevant authorities concerned with the administration of such regulations.

16) Limitation of Liability

- a) Save in the case of personal injury or death caused by the negligence of the seller and other than as provided in Conditions 6, the Seller shall not be liable in contract, tort (including negligence on the part of the Seller), breach of statutory duty or otherwise for any loss, injury, destruction or damage suffered by the Purchaser whatsoever or howsoever arising out of or in connection with the supply of goods or services by the Seller.
- b) If for any reason the provisions of Conditions 9 ©, 13 and 15 (a) are of no effect in respect of a claim against the Seller, the Seller's liability in respect of that claim shall in no event exceed the price paid for the relevant goods or services by the Purchaser.
- c) The Seller accepts no liability whether in contract, tort (including negligence on the part of the Seller), breach of statutory duty or otherwise howsoever and whatsoever the cause thereof (i) for any loss of use, business profits, contracts revenues or anticipated savings or (ii) for any special, consequential or indirect loss or damage of any nature whatsoever, (d), No liability whatsoever shall be incurred by the Seller in respect of any representation made by the Seller or his agents to the Buyer or his agents before the contract was made where such representation related or referred in any way to (i) the correspondence of the Goods to any description or (ii) the quality of the Goods or (iii) the fitness of the Goods for any purpose whatsoever.

17) Cancellations and Returned Goods

- a) Cancellations will not be accepted for any non-catalogued items. If the Seller agrees to accept cancellation or part cancellation of an order for catalogued items a charge of 20% of total order will be made.
- b) Except as provided in Condition 9 no returns are permitted without the Seller's previous agreement.
- c) Agreed returns other than under Conditions 9 must be at the Purchaser's expense in original condition and, if tested by the Seller, will be subject to a minimum charge of 15% of invoice price plus VAT.

18) Termination

If the Purchaser commits any breach of the terms and conditions of contract or suffer distress or execution or becomes insolvent or commits an act of bankruptcy or enters into any arrangement or composition with his creditors or goes or is put into liquidation (other than solely for amalgamation, or reconstruction while solvent) or if a receiver or administrator is appointed over any part of the Purchaser's business, the Seller may without prejudice to any rights which may have accrued or which may accrue to it terminate the contract summarily by written notice.

19) Law

Any question relation to any quotation or any contract subject to these conditions or agreed amendment of these conditions shall be determined in all respects by the laws of England and the parties irrevocably submit to the jurisdiction of the English Courts.