LENALEA ELECTRONICS LIMITED CONDITIONS OF SALE

1. General

1.1 The terms and conditions set out below (as amended from time to time by Seller by notice in writing to Buyer or by notice on Seller's Website),(the "Conditions") shall form part of every contract between Seller and Buyer for the sale and purchase of Products or Tooling (a "Contract") and shall apply to any dealings between Seller and Buyer to the express exclusion of any other terms and conditions (including any which Buyer purports to apply under any purchase order, confirmation of order, acknowledgement of delivery, Specifications or any such other documents or by endorsement upon the documents issued by Seller or otherwise), unless otherwise expressly agreed in writing and signed by a Director of Lenalea Electronics Limited in accordance with condition 1.2.

1.2 No addition to, or modification of, any provision of these Conditions, or any representation, advice or recommendation relating to the Products given by any representative of Seller, shall be binding upon the parties unless made in writing and signed by an authorised representative of Buyer and by a Director of Lenalea Electronics Limited, with the intention of modifying or supplementing these Conditions being clearly expressed. For the avoidance of doubt, no purchase order, specification, supplier manual, quality manual, supplier agreement or other document issued or supplied by Buyer shall amend, override or take precedence over these Conditions unless expressly agreed in writing and signed by a Director of Lenalea Electronics Limited in accordance with this condition 1.2.

2. Quotes and Orders

2.1 Quotes are valid for 30 days from the date of the quote, unless otherwise specified by Seller, but are not binding until an order is accepted by Seller in accordance with condition 2.2.

2.2 Each order for Products made by Buyer from Seller shall be deemed to be an offer by Buyer to purchase the Products specified in the order on the terms and conditions set out in these Conditions. An order is not binding on Seller until it is accepted by Seller issuing the Order

Acceptance or (if earlier) by Seller either commencing manufacture of the Products or any related Tooling or samples, apportioning the Products to Buyer's order or dispatching the Products to Buyer.

2.3 Once accepted, an order may only be cancelled, varied or suspended by Buyer with the express prior written agreement of Seller.

2.4 The quantity and type of Products ordered shall be as set out in the order form or, if different, on the Order Acceptance.

2.5 If an order is cancelled or reduced in quantity by the Buyer then the Buyer shall indemnify the Seller against all cost including material, labour and associated overhead costs, charges, expenses and looses (including loss of profit), arising out of such cancellations.

2.6 The Buyer shall be responsible for ensuring the accuracy of the terms of any order and for giving the Seller all necessary information relating to the goods.

In the event of any suspension of work through the Buyers Inadequate instructions or lack of instructions, all Contract prices shall be increased to cover any extra expense thereby incurred by the Seller.

2.7 Any change in instructions or specifications introduced by the Buyer, during the cycle of the order will attract additional costs.

2.8 The Products shall only be supplied on a consignment basis following agreement in writing to a separate stocking agreement between the Buyer and Seller.

3. Specifications

3.1 Buyer will ensure that it undertakes adequate tests to ensure that where the Product meets the Specifications or, if applicable conforms to the Sample, in all material respects it is of satisfactory quality and fit for all of Buyer's purposes. Subject to condition 3.2, Buyer expressly acknowledges that, irrespective of any guidance provided to it by Seller, it is not relying on Seller's skill and judgement in determining whether the Products will be fit for all its purposes.

3.2 If Buyer wishes to rely on Seller's skill and judgement in relation to a Custom Product being fit for a particular purpose then prior to placing an order Buyer must expressly advise Seller in writing of the particular purpose and that it wishes to rely on Seller's confirmation rather than conducting its own testing. Seller shall advise Buyer of any additional charges which would apply if such confirmation is given. Buyer shall only be entitled to rely on the Custom Product being fit for that particular purpose if Buyer has provided all the information which Seller would need to undertake the requisite testing and an authorised signatory of Seller has expressly confirmed in the Order Acceptance that the Custom Product can fulfil that particular purpose.

3.3 Seller shall be entitled to make any changes to any Specifications which do not materially affect the quality or performance of the Products or, subject to notifying Buyer and at Buyer's cost, any material changes which Seller considers are required to be made to Custom Products to comply with any applicable statutory or European Community safety or other requirements. Seller shall not be responsible for ensuring that any Products comply with any applicable statutory or European Community safety or other requirements if the Specifications for such Products have been provided by, or developed or varied pursuant to a request of, Buyer.

3.4 In respect of any Specifications supplied to Seller by or on behalf of Buyer or variations to Specifications made at the request of Buyer and any Tooling either derived from any such Specifications or supplied by or on behalf of Buyer, Buyer warrants, represents and undertakes that such Specifications and/or Tooling: 3.4.1 fully and accurately reflect Buyer's requirements for the Products to be made pursuant to such Specifications or using such Tooling; 3.4.2 are complete and fit for the purpose of Seller producing and/or supplying (if agreed) Products complying with such Specifications and will result in Products which are fit for Buyer's purpose; 3.4.3 will not infringe the Intellectual Property Rights of any third parties and Seller, its Group and agents are entitled to use any Intellectual Property Rights

comprised in such Specifications or Tooling or in any product or process described in the Specifications for the purposes of manufacturing the Products; and 3.4.4 will comply with all applicable laws and regulations.

3.5 Except as otherwise expressly provided in the Contract or agreed in writing between Seller and Buyer, Seller shall own all of the Intellectual Property Rights created by Seller, its Group or agents in the course of the performance of the Contract or otherwise in connection with the manufacture of the Products or the Tooling.

3.6 Buyer will ensure that it discloses all pertinent and critical information to the Seller in all respects concerning their Product. In particular Buyer must advise Seller in writing of any specific material or process requirements used within or on their product that would result in non-standard materials or processes having to be used by the Seller during the fulfilment of the order. This requirement applies to both publicly available information that the Seller may be able to ascertain without the Buyer's assistance, as well as confidential information that only the Seller has access to. Failure of the Buyer to notify the Seller of any non-standard manufacturing or handling process specific requirements for a component part or a finished product will nullify any other right the Buyer may have to claim any losses or damages arising from a product where a disclosure of this nature was not made to the Seller.

3.7 It is the responsibility of the buyer to ensure that all parts listed on any bill of materials given to the seller meet any and all requirements in relation to Restriction of Hazardous Substances Directives that may be in force in both the region in which the seller is based and also the region to which the seller is expected to deliver finished goods to. The seller will in turn ensure that where they may have to use an alternative to that originally requested by the buyer, that such alternatives also meet such requirements. With this in mind, the seller only issues compliance certification in relation to Restriction of Hazardous Substances or ROHS based on the understanding that a) the buyer's original parts list is already fully compliant, b) any parts free issued to the seller by the buyer are ROHS compliant. If the buyer is unsure the statements 3.7(a) and 3.7(b) have not been verified then they should consider any Certificate of Conformity in relation to ROHS which the seller may have issued to be null and void as the seller only guarantees that any materials that it may choose to use and that have not originally been specified by, free issued or sold by the buyer are indeed covered by any such certificate of compliance as it was the seller's responsibility to source these.

3.8 Further to 3.7, if the buyer cannot demonstrate that they have carried out all such checks in relation to ROHS for parts that they might specify, free issue to or sell to the seller, the buyer becomes liable for the cost of defending any legal action or any resultant fine caused by the seller issuing a false certificate of compliance based on the buyer failing to inform the seller that non-compliant parts or materials had been requested by the buyer.

4. Price

4.1 Subject to condition , the price of the Products or the Tooling shall be the price specified in the applicable quote or, in the absence of an applicable quote, the price set out in Seller's price list in force as at the time the order is accepted (the "Price"). The Price is inclusive of standard packaging in accordance with Seller's current practice. The Price reflects the limitations on liability set out in these Conditions but, if requested by Buyer, Seller will advise Buyer of the additional costs which would apply if Seller agrees to any variations to such limitations on liability.

4.2 Seller reserves the right, by giving notice to Buyer at any time before delivery, to increase the Price to reflect any increase in the cost to Seller of supplying any Products or Tooling which is due to: 4.2.1 any factor beyond the reasonable control of Seller; 4.2.2 any increase in the cost of labour or materials including any storage costs if the Products are not collected or delivered in accordance with the Contract; 4.2.3 any variation requested by Buyer to delivery dates, quantities, Specifications or the scope of Seller's instructions; 4.2.4 any delay or additional work or materials caused by any instructions, neglect or default of Buyer; or 4.2.5 any failure of Buyer to procure the supply to Seller of adequate and timely information, instructions, specifications or, if applicable, Tooling.

4.3 The Price is exclusive of any applicable value added tax or other taxes or duties and of all costs and charges in relation to non-standard packaging, loading, unloading, carriage and insurance or similar costs, which (if any) shall be paid in addition by Buyer at the time it is due to pay for the Products or the Tooling. Where carriage or other costs to be borne by Buyer are initially paid by Seller, Seller shall be entitled to render an invoice forthwith in respect of such costs. 5. Payment

5.1 Seller shall at its discretion be entitled to invoice Buyer for payment of the Price or any other amounts payable by Buyer in advance.

5.2 Seller shall be entitled to: 5.2.1 offer and withdraw credit accounts at any time; 5.2.2 request references and make credit reference searches in relation to Buyer.

5.3 Subject to condition , payment of any Seller's invoice is due (without deduction, discount, abatement or set-off) within 20 days from the end of month of the date of the invoice, notwithstanding that delivery may not have taken place or that property in the Products or the Tooling has not passed to Buyer. Unless otherwise expressly agreed by Seller, payment shall be made in the same currency as the Price. The time of payment of sums due from Buyer shall be of the essence of these Conditions. No payment will be deemed received until received by Seller in cash or cleared funds. The Seller shall be entitled to charge the Buyer Interest on overdue amounts at the rate of 3% percent per annum above the Lloyds TSB Bank Plc base rate from time to time.

5.4 If any sums are not paid on or before the due date for payment, interest will accrue on the amount unpaid until payment in full is made (both before and after any judgment). The parties agree that the provisions of this condition provide a substantial contractual remedy for the late payment of sums due pursuant to these Conditions.

5.5 If Buyer fails to make any payment when due pursuant to these Conditions and/or pursuant to any other contract between Buyer and Seller in accordance with its terms then, without prejudice to any other right or remedy available to Seller, Seller shall be entitled to:

5.5.1 terminate the Contract or any other contract between Buyer and Seller; 5.5.2 deduct outstanding sums from any sums owed by Seller to Buyer under the Contract or otherwise; 5.5.3 require Buyer to pay any costs of storage of the Products and any Tooling; 5.5.4 suspend any further deliveries to Buyer under the Contract or any other contract until paid; 5.5.5 treat the Contract as repudiated and terminated; 5.5.6 resell any Products not yet delivered to Buyer; and/or 5.5.7retain any sums paid as deposit for the Products.

6. Delivery

6.1 Unless otherwise agreed in writing, Products will be sent to Buyer by a carrier service chosen by Seller, acting reasonably. Delivery of the Products to Buyer shall be effected by Seller delivering them to the carrier or by collection by the carrier. Thereafter, transport of such Products shall be subject to the carrier's conditions which shall be notified to Buyer, if requested. Seller may deliver early. Seller shall be under no obligation under section 32(2) of the Sale of Goods Act 1979 nor be required to give notice under section 32(3) of the Sale of Goods Act 1979.

6.2 Where it is agreed in writing that the Products shall be delivered by a method other than that referred to in condition 6.1 then delivery shall be effected: 6.2.1 where the Products are to be collected by Buyer from Seller's premises, by Seller notifying Buyer that the Products are ready for collection; 6.2.2 where the Products are delivered by Seller, by Seller delivering the Products to the address nominated by Buyer for delivery; or 6.2.3 where the Products are to be transported by a third party, by collection by or delivery to that third party of the Products.

6.3 Any periods of time or dates quoted for delivery of the Products are approximate only. Time for delivery shall not be of the essence. Seller shall not be liable for any delay in delivery of the Products. Seller may deliver up to 10 per cent. more or 10 per cent. less than the quantity of Products specified in the order and Buyer shall accept such variation in quantity and shall pay the Price as adjusted to reflect such variation in quantity.

6.4 Seller shall not be responsible for any Losses incurred or suffered by Buyer as a result of a failure to deliver the Products or for short delivery unless Buyer has informed Seller in writing within ten working days from the estimated date of delivery in relation to a failure to deliver or the actual date of delivery in relation to a short delivery. In any event, subject always to condition, where for any reason Seller is so liable, Seller's liability shall be limited to: 6.4.1 the amount by which the price in the cheapest available market of similar goods to replace those not delivered exceeds the Price of the Product not delivered; or 6.4.2 if there is no such market, an amount equal to the Price applicable to the Products not delivered.

6.5 Where the Products are to be delivered in instalments, each delivery shall constitute a separate obligation and neither any failure by Seller to deliver nor any claim in respect of any one or more instalments by Buyer shall entitle Buyer to treat the Contract as a whole as repudiated.

6.6 Where Buyer fails to take delivery of the Products or fails to give Seller adequate delivery instructions in advance of the time stated for delivery (otherwise than by reason of any cause beyond Buyer's reasonable control or by reason of Seller's neglect or default) then the Products shall be deemed to have been delivered at the time stated for delivery and, without prejudice to any other right or remedy available to Seller, Seller may: 6.6.1 store the Products until actual delivery and charge Buyer for the reasonable costs (including insurance) of storage, if applicable but without any obligation on Seller to procure insurance; or 6.6.2 where Buyer has failed to take delivery of the Products on or before the fifth working day following the intended day for delivery, sell the Products at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) shall account to Buyer for the excess over the Price or invoice Buyer for any shortfall below the Price.

6.7 If, upon delivery of the Products, Buyer discovers that it has incorrectly ordered those Products, Seller's standard handling charge from time to time will be payable by Buyer if Seller agrees (at its sole discretion) to accept return of those Products.

6.8 Any damage to Products in transit should be notified to the Seller within three days of receipt. The Seller shall not be liable for any valid claim or damage unless notification is received and its liability shall be limited to the price of the Products (or a proportionate part of the price). All Products are insured up to a maximum £50,000.00 per consignment. Cover for higher value consignments should be arranged prior to delivery and would incur further charges.

7. Risk and Property in the Products

7.1 Products supplied by Seller shall be at Buyer's risk immediately on and after delivery and so Buyer should arrange appropriate insurance from that point.

7.2 Title (legal and beneficial) in all Products supplied or sold by Seller shall be retained by Seller until the earlier of: 7.2.1 Seller having received in either cash or cleared funds all sums due in respect of the Products and on any account whatsoever from Buyer to Seller; or 7.2.2 (on an item by item basis) the Products having been used or incorporated into other products.

7.3 Until such time as the property in the Products passes to Buyer, Buyer must: 7.3.1 hold such Products (on a fiduciary basis for and on behalf of Seller) as Seller's Bailee and act in good faith to protect Seller's interests in the Products; 7.3.2 store such Products (at no cost to Seller) separately from all other goods of Buyer in such a way that such Products remain identifiable as property of Seller and shall not mix them with any other goods; 7.3.3 not pledge or allow any lien, charge, or other interest to arise over the Products or their documents of title; 7.3.4 not destroy or deface any identifying marks on such Products or relevant packaging and maintain such Products in satisfactory condition; and 7.3.5 keep such Products insured on Seller's behalf and in the event of any claim hold the proceeds of such insurance on trust for Seller.

7.4 Seller shall be entitled at any time to require Buyer to deliver up any Products to Seller prior to property in the Products passing to Buyer. Buyer grants Seller and its agents an irrevocable licence at any time to enter any premises where such Products are stored to inspect or, if Buyer has failed to deliver up possession when requested by Seller, to repossess such Products.

8. Quality

8.1 Subject to the remaining provisions of these Conditions, Seller warrants that on delivery: 8.1.1 all Products and Buyer's Tooling will be of satisfactory quality, within the meaning of the Sale of Goods Act 1979; and 8.1.2 where Seller has issued a confirmation in relation to fitness for a particular purpose in accordance with condition 3.2, the Products will be reasonably fit for that particular purpose. Buyer expressly agrees that a Product will be deemed to be of satisfactory quality and fit for its purpose (in each case within the meaning of the Sale of Goods Act 1979) if (a) in relation to a sale by sample, the Product complies with the Sample in all material respects; or (b) in all other cases, the Product complies with its Specifications in all material respects.

8.2 The warranties contained in condition 11.1 shall not apply unless: 8.2.1 in respect of defects that are apparent on inspection of the Products or Tooling, Buyer notifies Seller, in writing, setting out in reasonable detail the nature of the breach of warranty within fourteen days after the delivery of the Products; or 8.2.2 in relation to defects that are not apparent on inspection of the Products or Tooling, Buyer notifies Seller in writing setting out in reasonable detail the nature of the breach of warranty within 14 days after the defect became apparent or ought to have become apparent to Buyer, and in any event within 12 months of the date of delivery of the Products; and 8.2.3 after receiving such notice of the defect, Seller is given reasonable opportunity to inspect the Products or Tooling and, at Seller's request (acting reasonably), the Products or Tooling are returned to Seller's place of business for the purposes of such inspection; and 8.2.4 the total price for the Products has been paid by Buyer.

8.3 Seller shall not be liable for any breach of any of the warranties in condition if: 8.3.1 the Product conforms to its Specifications, or if applicable Sample, in all material respects; 8.3.2 the breach was caused directly or indirectly by Buyer's breach of condition or by Buyer's Tooling, except to the extent caused by Seller's negligent actions or omissions in respect of the manufacture or use of Buyer's Tooling; 8.3.3 the breach was caused directly or indirectly by the acts or omissions of any persons not expressly authorised by Seller, including repairs, additions or changes made to the Products by or on behalf of Buyer; 8.3.4 the breach was caused directly or indirectly by parts, materials or equipment incorporated into a Product but not manufactured by Seller, in respect of which Buyer shall only be entitled to the benefit of any such warranty or guarantee as was given by the manufacturer to Seller and which is capable of being assigned to Buyer (at Buyer's cost); 8.3.5 Buyer makes further use of or resells the Products after giving notice of a defect or fails to comply with Seller's reasonable instructions in relation to a product hold or recall; or 8.3.6 the breach was caused directly or indirectly by environmental conditions or use or storage or handling of the Products outside the parameters of its Specifications or instructions supplied by Seller or by any matter specifically excluded by Seller by notice in writing including carelessness, mishandling, operating errors, vandalism or unforeseen events.

8.4 Subject to conditions 8.2 and 8.3, where Products or parts thereof returned to Seller are found, in the reasonable opinion of Seller, not to conform with the warranty contained in condition 8.1 or any other warranties, quality standards or conditions implied by law, Seller shall discharge any liability in full by, at its sole discretion, repairing or replacing the whole or part of all or any of the Products or refunding the Price of the non-conforming Products. Any Products which have been so replaced shall be owned by Seller.

8.5 Subject to the provisions of condition 8.2, the warranties contained in condition 8.1 shall be the sole extent of Seller's liability arising out of or in connection with the Products.

8.6 Buyer shall comply with all reasonable instructions of Seller in relation to any product hold or product recall campaign organised in respect of the Products or any other corrective action reasonably taken by or on behalf of Seller in respect of the Products after delivery to Buyer.

9. Limitation of Liability

9.1 For the purposes of this condition 9:

9.1.2 "Claim Limit" means, in respect of any calendar year, the greater of:

9.1.1.1 the aggregate amount payable to Seller by Buyer for goods of the type that are the subject of the Claims purchased by Buyer from Seller in that year (the "Relevant Goods");

9.1.1.2 in the first three months of that year, the aggregate amount payable by Seller to Buyer for the Relevant Goods purchased in the previous year; or

9.1.1.3 where no Relevant Goods were purchased in the previous year or the Claim does not relate to the purchase of goods, to an aggregate sum of (a) where the Relevant Goods are exclusively Standard Products, £50,000; or (b) where the Relevant Goods include Custom Products or Tooling, £100,000.

9.2 Without prejudice to conditions and , Seller's aggregate liability (including any liability for the acts or omissions of its employees, agents, sub-contractors or other members of its Group) to Buyer for all Claims whether arising in contract, tort (including negligence or breach of a statutory duty), misrepresentation, restitution or otherwise shall be limited as follows:

9.2.1 Seller's aggregate liability for a Claim in relation to any single item of Product shall be limited to the Price payable to Seller by Buyer for that item;

9.2.2 Seller's aggregate liability for a Claim in relation to any item of Tooling shall be limited to the depreciated value of such item or its replacement price, whichever is the lower. and

9.2.3 Seller's aggregate liability to Buyer for all Claims arising in each calendar year shall be limited to the Claim Limit.

9.3 The Seller shall be under no liability whatsoever to Buyer: 9.3.1 In respect of any defect in the goods from any drawing, data, design or specification supplied by the Buyer. 9.3.2 In respect of any defect arising from wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow Sellers instructions (whether oral or in writing), misuse or alteration of the goods without the Sellers approval. 9.3.3 If the total price for the goods has not been paid by the due date for payment. 9.3.4 For any parts, materials or equipment not manufactured by the Seller in respect of which the Buyer shall be entitled to the benefit of any such warranty or guarantee as is given by the Manufacturer to the Seller.

9.4 Subject as expressly provided in these conditions and except where the Products are sold to a person dealing as a consumer (within the meaning of the Unfair Contracts Terms Act 1977) all warranties, conditions or other terms implied by statute of common law are excluded to the fullest extent permitted by law.

9.5 Seller shall not be liable to Buyer or any other party for any (a) indirect Losses, (b) economic loss, (c) loss of profits or anticipated profits, (d) loss of expected future business, (e) damage to reputation or goodwill, nor (f) any claim for consequential compensation whatsoever (however caused), which arises in connection with the supply of Products or Tooling or related services by Seller, in each case whether direct or indirect or consequential and, whether such losses are suffered by Buyer or by any other party.

9.6 Subject to condition 9.2, unless otherwise expressly provided in these Conditions all implied warranties, terms and conditions (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are excluded from the Contract to the fullest extent permitted by law and Seller will not be liable to Buyer for any loss of any kind whatsoever which arises out of the breach of implied warranties, terms or conditions, or breach of any duty of any kind imposed on Seller by operation of law.

9.7 Nothing in these Conditions shall exclude or limit Seller's liability in respect of any claim (other than by Buyer for re-imbursement of sums paid to a third party) for death or personal injury caused by its negligence, or in respect of liability for defective products under the Consumer Protection Act 1987 or in respect of any liability which arises under any safety regulation made under the Consumer Protection Act 1987 or for fraudulent misrepresentation or for any other liability to the extent that it may not be so excluded or limited by law.

9.8 If Buyer becomes aware that any third party has made or appears likely to make any claim in respect of the Products (including, without limitation, as to defects in them or rights infringed by them) it shall: 9.8.1 promptly notify Seller of such claim or circumstance; 9.8.2 promptly provide such assistance to Seller and take such action as Seller may request to avoid, dispute, defend, mitigate, resist, appeal or compromise such claim or circumstance including but not limited to allowing Seller to take full control of any proceedings or negotiations in connection with the claim; and 9.8.3 not settle or compromise, make any admissions, nor agree any matter in the conduct of any dispute, without the prior written approval of Seller.

9.9 Without prejudice to any other provision of these Conditions, Seller will not be in breach of the terms of the Contract for any delay in performing, or failure to perform, its obligations under the Contract if that failure or delay was due to any cause or circumstance beyond Seller's reasonable control, which shall, without limiting the generality of the term, be deemed to include war or other action of military forces, terrorism, riot, civil commotion, sabotage, vandalism, accident, break down or damage to machinery or equipment, fire, flood, acts of God, strike, lock-out or other industrial disputes (whether or not involving employees of Seller) or shortage of materials at the market rates existing when the Agreement is made, legislative or administrative interference or was due to any failure, neglect or delay on the part of Buyer or its agents or representatives.

9.10 Seller reserves the right to defer the date of delivery or to terminate the Contract or reduce the volume of the Products ordered by Buyer (without liability to Buyer) if it is prevented from or delayed in the carrying on of its business due to an event referred to in condition 9.9 occurring, provided that where the event in question continues for a continuous period in excess of 30 days either party shall be entitled to give notice in writing to the other to terminate the Contract with no liability due to or by either party.

9.11 Buyer acknowledges that the limitations of liability set out in these Conditions are reasonable and reflect the commercial intentions of the parties in the context of the anticipated earnings of Seller under the Contract and any other contracts and the ability of Buyer to protect itself through insurance. Seller may be willing to vary the limitations on liability in relation to specific Products if requested by Buyer subject to Buyer bearing the additional costs as notified to it by Seller. For the avoidance of doubt, any payment made by Seller to Buyer in any calendar year in respect of any Claim made by Buyer pursuant to any contract or otherwise shall operate to reduce the amount of the Claim Limit, and the limit of liability set out in condition 9 , which is available for further Claims in that calendar year.

10. Termination

10.1 Without affecting any other rights and remedies it may have, Seller may terminate the Contract forthwith if: 10.1.1 Buyer breaches any terms of any contract with Seller; 10.1.2 Buyer makes any composition or voluntary arrangement with its creditors or any step, application, order, proceeding or appointment is made or taken by or in respect of Buyer (including, without limitation, the making of an application or the giving of any notice) by Buyer or any other person for a distress, execution, winding up, dissolution, or to appoint an administrator of Buyer or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of a solvent amalgamation or reconstruction); 10.1.3 an encumbrance takes possession, or a receiver

(administrative or otherwise) is appointed, of any of the property or assets of Buyer; or Buyer ceases, or threatens to cease, to carry on business; or 10.1.4 Seller reasonably apprehends that any of the events mentioned in conditions to above is about to occur in relation to Buyer and notifies Buyer accordingly.

10.2 Buyer may, on 30 days written notice, terminate: 10.2.1 the Contract within 30 days of receiving notice from Seller pursuant to conditions or that the Price of the Products which are the subject of the Contract is increasing by more than 10% of the original Price specified in applicable to the Products at the time the Contract is concluded; or 10.2.2 that part of the Contract relating to Custom Products on 30 days written notice if it does not wish (acting reasonably) to accept the changes to the Specifications of the Custom Products notified by Seller pursuant to condition .

10.3 Where Seller terminates the Contract in accordance with conditions or then, without prejudice to any other right or remedy available to Seller: 10.3.1 Seller shall be entitled to terminate any other contract or suspend any further deliveries under the Contract or any other contract; 10.3.2 where the Products have been delivered, but not paid for, subject to condition , Buyer's right to possession shall terminate and Seller may dispose or use any of the Products as it wishes; and 10.3.3 the Price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

10.4 Termination of the Contract, for whatever reason, shall not affect any of its provisions which are intended to continue to have effect after it has come to an end.

11. Indemnity

11.1 Without prejudice to Seller's other rights and remedies, Buyer shall indemnify and keep indemnified Seller, its Group and their employees and agents on demand in full against any Losses incurred or suffered as a result of:

11.1.1 cancellation, variation or suspension of an order

by the Buyer pursuant to condition 2.3; 11.1.2 any claim brought by any third party in respect of Losses, injury or damage caused by the Custom Products or Buyer's Tooling or by any Products which, following delivery, have been subjected to any use other than the authorised use for such Products (being the use for which such Products are commonly supplied or a use expressly authorised in accordance with condition 3.2) or modified or repaired by a person other than Seller or any event has occurred (including any act or omission) which would result in condition ceasing to apply to those Products; 11.1.3 the use of Specifications or Tooling supplied by or on behalf of Buyer or modified at the request of Buyer; 11.1.4 any breach of condition 3.4 and any claims by any third party in relation to any infringement or alleged infringement of any of its Intellectual Property Rights as a result of the use, possession or supply of any Custom Product or any Specifications and/or Tooling supplied by or on behalf of or modified at the request of Buyer; and 11.1.5 any termination pursuant to conditions 5.5 or 10.1.

12. Export Terms

12.1 Where the Products are supplied for export from the United Kingdom, the provisions of condition 12 shall (subject to any special terms agreed in writing between Buyer and Seller) apply and shall prevail to the extent of any conflict with any other terms and conditions set out in these Conditions.

12.2 Buyer shall be responsible for complying with any legislation or regulations applying to the Products in the country of destination governing the export of the Products or any product incorporating the Products from the United Kingdom (including, if necessary, satisfying Customs and Excise that value added tax is not payable on the Price) and the importation of the Products into the country of destination and for the payment of any applicable import or export duties or taxes thereon. Buyer shall be responsible for notifying Seller of any obligations which Seller is obliged to comply with pursuant to any such legislation or regulations and for bearing or re-imbursing to Seller any associated costs.

13. Miscellaneous

13.1 Seller may perform any of its obligations or exercise any of its rights hereunder by itself or through its subcontractors or agents or any member of its Group. Any act or omission of any such subcontractor or agent or member of its Group shall be deemed to be the act or omission of Seller and shall be subject to the exclusions or limitations on liability set out in these Conditions. Buyer shall not transfer, assign or sub-contract any of its rights or obligations under the Contract without Seller's prior written consent and in any event shall remain responsible for the performance of the Contract by any transferee, assign or sub-contractor.

13.2 Any notice shall be in writing, addressed to the other party at, in the case of Seller 30 Fairgreen Road, Markethill, Co Armagh BT60 1PR, Tel Number +44 2837 552 752 and in the case of Buyer at its registered address or such other address as may at the relevant time have been notified to Seller. Hand delivered notices shall take effect immediately, postal notices, two working days after posting by first class post and, if sent by fax, at the date and time on the sender's transmission acknowledgement slip or (if lost) on receipt.

13.3 No waiver by Seller of any breach of the Contract by Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision. Failure by Seller to enforce any term of the Contract shall not be waiver of Seller's rights.

13.4 If any provision of the Contract is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Contract and the remainder of the provision in question shall not be affected thereby.

13.5 The Contract contains the entire agreement and understanding of the parties and supersedes all prior agreements, understandings or arrangements (both oral and written) in respect of the Products (save that neither

party seeks to exclude liability for fraudulent pre contractual misrepresentation upon which the other party can be shown to have relied).

13.6 The Contract shall be governed by the laws of Northern Ireland. Any dispute shall be referred to the exclusive jurisdiction of the Northern Irish Courts save that Seller shall retain the right to bring proceedings against Buyer in any other court.

13.7 Save in respect of the rights, indemnities or warranties expressly stated to be given in favour of the Group, or Seller's agents, all of which shall accrue directly for their benefit, the parties to the Contract do not intend that any term of the Contract will be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it. No such person shall have any rights relating to any extension, waiver and/or amendment to the Contract including but not limited to, any rights to approve any extension, waiver and/or amendment to the Contract.

LENALEA ELECTRONICS LIMITED - TERMS OF SALE JULY 2014 (REVISED FEBRUARY 2018 & OCTOBER 2020)