



QUANTUM GROUP TERMS & CONDITIONS FOR THE SUPPLY OF GOODS AND ASSOCIATED SERVICES

1. **DEFINITIONS:** For the purpose of these terms and conditions the 'Customer' means the individual, firm, company or other party with whom we, the Company, enters into a contract; the 'Company' shall mean the associated members of the Quantum Group as a whole or its individual entities, these being Quantum Marine Engineering of Florida, Quantum Stabilizers, Quantum Stabilizers Europe, and Quantum Alignment. The 'Balance of the Price' shall mean the Contract Price less any Advance Payment.
2. **ADVANCE PAYMENT:** No order pursuant to any quotation or otherwise shall be binding on the Company unless and until such order is accepted by the Company and the Customer shall have paid the applicable deposit of the Price due to the Company pursuant to any such quotation.
3. **REPRESENTATIONS:** Any contract made between the Company and the Customer shall be subject to these terms & conditions and except as set forth herein, no representative or agent of the Company has authority to agree to any terms or make any representations inconsistent with these terms & conditions, unless and until such terms or representations are made in writing and signed by a duly authorized representative of the Company.
4. **INCORPORATION OF THE COMPANY'S TRADING TERMS:** Unless otherwise agreed to in writing by the Company these terms & conditions shall apply to the exclusion of any terms and conditions stipulated or referred to by the Customer in its order or pre-contract negotiations or any inconsistent terms implied by law or trade custom, practice or course of dealing.
5. **DESCRIPTIONS AND DATA:** Any general description contained in the Company's catalogues or other advertising material shall not form a representation or be part of the contract between the Customer & the Company. Where production figures are given the Customer accepts that they are the Company's estimates only and are not warranted as being accurate. The Customer assumes sole responsibility for the performance of any Goods sold by the Company, for the safe use by Customer of the goods and for the suitability of the Customer's premises for the installation and safe operation of the Goods. All offers from stock are subject to the relevant Goods being unsold upon receipt of the Customer's order.
6. **SPECIFICATION, INSTRUCTIONS OR DESIGN:** If Goods are made by the Company pursuant to a specification, instruction or design supplied by the Customer or any third party on behalf of the Customer then
 - (i) the suitability and accuracy of that specification, instruction or design will be the Customer's responsibility; and
 - (ii) the Customer will indemnify the Company against any infringement or alleged infringement of any third party's intellectual property rights including but not limited to patent, design right, registered design, trademark, trade name or copyright and any loss, damage or expense (including, without prejudice to the generality of the foregoing, legal costs on an indemnity basis) which it may incur by reason of any such infringement or alleged infringement in any country; and
 - (iii) the Customer will indemnify the Company against any loss, damage or expense in respect of any liability arising in any country by reason of the Goods being made to such specification, instruction or design
 - (iv) the Customer reserves the right to sub-contract the fulfilment of the contract or any part thereof. The Customer cannot assign the Contract to any third party.
7. **QUOTATIONS AND PRICES:**
 - (a) Any order submitted to the Company by the Customer within 30 days of a quotation issued by the Company shall be eligible for acceptance by the Company provided that the Order corresponds in all respects with the Company's quotation; after 30 days the quotation is considered to have expired and the Company may at its sole discretion re-quote, decline the order, or accept the order.
 - (b) Any quotation denominated in a foreign currency is liable to be amended in the event of a currency fluctuation, between the date of such quotation and the Customer's Order. The increase will be such amount as is necessary to maintain the quotation price as it would have appeared if converted to the domestic currency of the Company at the rate appearing in the quotation. The Quotation shall be incorporated herein by reference and be part of the Contract of Sale.
 - (c) All prices quoted are on the basis of delivery at the Company's facilities (ex-work) at the address specified in the contract between the Customer and the Company (i.e. Nuth, Holland or Ft Lauderdale, USA) and are exclusive of VAT or Sales Tax (where applicable) The Customer shall pay (and the contract price shall be net of) any and all taxes duties and other government charges payable in respect of the Goods at the rate or rates prevailing when the taxable or chargeable event occurs even if a relevant law or regulation imposes such tax, duty or levy solely on the Company. Where an F.O.B. price is quoted this will include all relevant and necessary costs to place the Goods on or aboard the nominated means of carriage and an administration charge will be included.
 - (d) In the event of any provisions herein which are inconsistent with those in the Quotation, the latter provisions shall always prevail.
8. **CONFIDENTIALITY:**
 - (a) All of the Company's copyright, design rights, know-how and all other intellectual property rights whether in the goods, software or in documentation and drawings supplied by the Company to the Customer are and will at all times hereafter remain the property of the Company.
 - (b) The Customer shall not disclose any confidential information of the Company that the Customer becomes aware of pursuant to any dealings with the Company. For purposes of these terms and conditions the term 'Confidential Information' includes, but is not limited to technical or non-technical data, techniques, designs, formulae, patterns, compilations, computer and other programs, devices, methods, techniques, drawings, processes, software codes, documentation, financial data, financial plans, and lists of actual or potential customers or suppliers. The contract with the Customer shall be subject to the terms of the Company's standard confidentiality agreement, a copy of which is available on request.
 - (c) All system operation control programs supplied with control products
 - (i) by the Company are the property of the Company.
 - (ii) by third parties are subject to the Company's standard confidentiality agreement, a copy of which is available on request.

The Customer is granted a non-exclusive right to use the relevant computer/control programs only in the equipment designated by the Company and no programme (or any part thereof) shall be made available to others without the prior written consent of the Company. Title in the programs and in the intellectual property contained therein shall at all times remain with the Company. The non-exclusive license granted to the Customer shall be subject to termination in the event of breach of this sub-clause or any other condition contained herein and upon that event the Customer shall return or destroy (as directed by the Company) all copies of the computer/control programme then in its possession. The Company's right to terminate the license shall be without prejudice to any other rights and remedies available to the Company in respect of misuse of the intellectual property of the Company.
9. **PRE-DELIVERY INSPECTION:**
 - (a) All Goods manufactured by the Company are subject to the Company's standard internal inspection system from time to time, details of which are available to the Customer upon request and at the Customer's cost. The Customer shall be deemed to have full knowledge of the detailed requirements of both the Company and the Customer pursuant to the Company's inspection system. If, by reason of any failure by the Customer to provide all relevant assistance to the Company in sufficient time prior to the estimated delivery date, the inspection cannot and does not proceed, then the Goods shall be deemed tested and in full conformity with all relevant contractual and other statutory or Governmental standards or protocols and available for collection by the Customer accordingly.
 - (b) Where acceptance tests have been agreed to by the Company, the Customer undertakes to provide all necessary assistance to the Company to enable the acceptance tests to be completed, whether at the Company's or the Customer's site, including without prejudice to the generality of the foregoing, components/systems of the relevant type, quality and quantity. If, by reason of any failure by the Customer to provide all relevant assistance to the Company in sufficient time prior to the acceptance test date, acceptance tests cannot and do not proceed, then the Goods shall be deemed accepted and in full conformity with all relevant contractual and other statutory or Governmental standards or protocols.
 - (c) The Company is hereby authorized to sign any inspection and/or acceptance certificate on the Customer's behalf in the circumstances hereinbefore set out.
 - (d) Without prejudice to the above, any Goods put into use by the Customer should be deemed accepted and, if required by the Company, the provisions of (c) above will apply.
10. **GOODS FOR COLLECTION:**
 - (a) For the purpose of this clause 'the Goods' shall mean the whole or any instalment of the goods supplied by the Company to the Customer and 'the delivery date' shall mean the date on which the Goods shall be deemed by the Company to be ready and available for pickup by the Customer pursuant to the foregoing provision.
 - (b) The Company shall notify the Customer of the Delivery Date and the Customer shall take delivery of the Goods within 10 days of the collection date, time being of the essence for the purposes of this sub-clause.
 - (c) Loading of the Goods shall be at the Customer's expense and risk; unless otherwise specifically and previously agree to and documented.
11. **DELIVERY:**
 - (a) In all cases where the Company agrees to effect delivery of the Goods to the Customer the Customer shall be invoiced for the delivery costs incurred. The terms of carriage shall be those specified by the relevant carrier or carriers engaged by the Company to effect delivery and delivery shall, except in the case of International Supply Contracts, be deemed to have taken place upon tender of the delivery document by the Company. The Customer shall be obliged to accept the delivery document once the vehicle carrying the Goods is as near to the point of delivery as it can reasonably achieve. The Company is not responsible for unloading goods at the customers facility.
 - (b) In the case of any delivery by a carrier not employed by the Company then delivery shall be deemed to have occurred when the delivery/collection document is tendered to the driver of the relevant vehicle at the Company's premises.
12. **INTERNATIONAL SUPPLIES AND DELIVERY:** If the contract is an International Supply Contract it shall be deemed to incorporate the latest edition of Incoterms current at the date of the Contract except that in the event of any inconsistency between Incoterms and any express term of the contract the latter shall prevail. Unless otherwise agreed to in writing in the Company's Quotation or Acknowledgement of Order delivery shall be ex-works from either Nuth, Holland or Ft Lauderdale, USA, or both; all risk passing to the Customer. All freight and insurance costs shall be the sole responsibility of the Customer, but in its sole and absolute discretion, the Company may obtain transportation insurance for the goods as the Customer's agent and at the Customer's cost (to include a reasonable fee for the Company in providing such a service).
13. **PACKAGING:** Packaging by the Company of any of the Goods or part thereof shall be in accordance with the Company's applicable standard packaging procedures and practices from time to time. Packaging shall not be included in the quotation price, unless otherwise expressly included and subject always to the terms hereof. The off-loading of Goods, where applicable, shall be the sole responsibility of the Customer.
14. **DELIVERY DATES:** The collection or delivery date shall be calculated by projecting the estimated delivery period beyond the date or dates upon which



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- (a) the final specification or the Goods is agreed by the Company,
- (b) any necessary import license is obtained by the Customer,
- (c) the Customer has, where appropriate, approved drawings and given all necessary instructions and information to the Company to enable it to proceed fully with the contract, or
- (d) the Company shall have received the Customer's advance payment in cash or cash equivalent with Order, or according to an agreed schedule of payments, whichever shall last occur.

The Company shall be entitled to defer delivery of Goods or services until any monies due from the Customer have been received. Requests by the Customer for delays in a delivery schedule will be at the discretion of the Company, in this circumstance the payment schedule shall not be affected and the Customer shall settle payments according to the original payment schedule.

15. SUCCESSIVE DELIVERIES AND SURCHARGES:

- (a) Where an Order for successive deliveries of Goods is accepted by the Company each delivery shall be treated as a separate contract and any dispute or difference arising out of or in connection with one delivery shall not affect the balance of deliveries to be made in execution of the contract and the customer may not withhold any portion of the price owed to the company in connection with the purchase of Goods under a contract based on any dispute that the Customer may have with the Company under another Contract.
- (b) Any costs and expenses including but not limited to attorney's fees, incurred by the Company due to the Customer's breach of its contract or default in collecting, or giving instructions for the delivery of any Goods, will be payable by the Customer forthwith on demand.

16. FORCE MAJEURE: In the event of either:

- (a) The Company being delayed in or prevented from making delivery owing to Act of God, war, civil disturbance, requisitioning, Governmental restriction, prohibition, enactment or regulation of any kind, strike, trade disputes, difficulty in obtaining labor or materials, breakdown of machinery or utilities, fire, accident or any kind which is beyond the Company's control, or
- (b) Non-delivery by the Company's suppliers or damage to or destruction of the whole or part of the Goods.

The Company shall be at liberty to cancel or suspend the contract and/or defer delivery and cancel or suspend the Company's other obligations under the Contract without incurring any liability of any nature as a consequence thereof.

17. RISK IN THE GOODS:

- (a) Except in the case of any agreement in writing by the Company, the risk in Goods which the Company agrees to supply shall pass to the Customer on (i) the Delivery Date regardless of whether the Customer takes physical delivery of the Goods. (ii) Delivery shall be deemed to be completed before off-loading or (in the case of delivery at the Company's premises) loading of the Goods by the Customer.
- (b) The Company shall not be liable for any loss of or damage sustained to any goods left by the Customer with the Company howsoever caused and whether or not attributed to negligence on the part of the Company or negligence or wilful default on the part of any servant or agent of the Company.

18. PAYMENT OF THE PRICE OR THE BALANCE OF THE PRICE:

- (a) For the purpose of this clause and clause 20:
 - (i) 'the Goods' shall mean the whole or any instalment of the goods which the Company has agreed to supply or to which the Company has agreed to carry out work. 'Services' shall mean the provision of labor for the purposes defined within a quotation or service request. 'Service Notice' shall mean a written notice from the Company addressed to the Customer that the Company is ready to perform the Services.
 - (ii) 'the relevant date' shall mean the date on which, as applicable:
 - (A) the Company delivers the Goods or
 - (B) the Customer takes delivery of the goods or
 - (C) the Customer defaults, by failing to take physical delivery of the goods, or arrange collection, or provide an address for delivery or other forwarding instructions as required in the contract.Whichever shall first occur.

- (c) Unless otherwise specified in writing by the Company, payment shall be made by the Customer as provided for in the Quotation or net cash no later than 30 days after the relevant date, notwithstanding that title to the Goods may not have passed to the Customer. Time for payment shall be of the essence of the contract. Without prejudice to any other rights of the Company, interest will be payable on all overdue accounts at the rate of eighteen percent (18%) and for the purpose of paragraphs 19 and 24 hereof the full purchase price of the Goods shall include all interest payable hereunder.

- (d) Where our quotation provides for payment by Letter of Credit, it shall be a fundamental term of the Contract that payment shall be made by irrevocable letter of credit established at the Customer's cost in the Company's favor by the Customer forthwith upon acknowledgement of the Customer's Order by the Company and confirmed by a first -class clearing Bank operating in the USA and approved by the Company in its sole and absolute discretion and maintained valid for cash drawings against presentation of the Company's invoice(s) until final contract payment but in any case for three (3) months after scheduled completion of the Contract.

19. SERVICES AND THE CUSTOMER:

- (a) The services to be performed by the Company under the Quotation ('Services') shall be deemed completed, and the relevant element of the price accordingly due and payable forthwith, if the Company is available to perform the tasks but is prevented from doing so because of the Customer's failure to provide the Company with relevant assistance and/or the condition or readiness of the site and/or the facilities where the Company is to perform the Services ('Services Site').
- (b) Without prejudice to the generality of the foregoing, and as applicable, the Customer shall be solely responsible for the provision of a suitable location, electrical supply, suitable lifting or other facilities as specified by the Company's Services information or relevant Company personnel.
- (c) The Customer shall bear the cost of any liability for damage or loss to any person employed or retained by the Company or to any property of the Company caused in whole or in part by any unsafe condition at the Services Site and shall indemnify and hold harmless, defend and indemnify the Company from any claims of third parties which result in whole or in part by any unsafe condition at the Services Site.
- (d) Without limiting the foregoing, the Company shall be entitled to charge the Customer for each man day lost, or part thereof, including travel and living expenses in waiting for the Customer to remedy any unsafe condition at the Services Site and the Company shall not be obligated to perform any Services unless and until such unsafe conditions are remedied.
- (e) Where the Company is obliged to provide labor for the purpose of commissioning beyond the number of man days provided for in the Quotation, by reason of circumstances beyond its control, then the Customer shall be obliged to pay to the Company a charge equal to the extra man days required.

20. FAILURE TO PAY AND CUSTOMER DEFAULT:

- (a) For the purpose of this clause 'an intervening event' shall mean any such event as is described in sub-clause (c) hereof.
- (b) If there shall be an intervening event the Company may, immediately, defer or cancel any further deliveries or services, stop any Goods in transit and treat the contract of which these conditions form part to have been terminated but without prejudice to its rights to the full purchase price for Goods delivered and services performed and damages for any loss suffered in consequence of such determination.
- (c) An intervening event shall be of any of the following
 - (i) failure by the Customer to make any payment when it becomes due
 - (ii) breach by the Customer of any of the other terms or conditions of the contract
 - (iii) the Customer's proposal for or entry into any composition or arrangement with creditors
 - (iv) the presentation against the Customer of any Petition for a Bankruptcy Order, Administration Order, Winding-Up Order, or similar process.
 - (v) the appointment of an Administrative Receiver, Receiver, or Administrator, in respect of the business or any part of the assets of the Customer
 - (vi) the Company forming the reasonable opinion that the Customer has become or is likely in the immediate future to become unable to pay his, her or its debts.
 - (vii) the insolvency of the Customer.

21. CANCELLATION: Cancellation of the contract by the Customer will only be effective at the sole and absolute discretion of the Company and in any case on condition that any costs or expenses incurred by the Company up to the date of cancellation and all loss or damage (including, without limitation, loss of the Company's profit) resulting to the Company by reason of such cancellation will be paid by the Customer to the Company forthwith. Acceptance of such cancellation will only be binding on the Company if in writing and signed by a duly authorized representative of the Company.

22. SHORTAGES AND LOSS OR DAMAGE IN CARRIAGE: The Company will have no liability (whether for direct or consequential loss) for damage in transit, shortage of delivery or loss of Goods where risk has passed to the Customer hereunder but will, where carriage is arranged by the Company as a principal (and not as agent for the Customer) assign (where permitted), at the Customer's request and cost, the relevant rights that the Company may have against the carrier(s) in question.

23. LIMITED WARRANTY:

- (a) Unless otherwise specified within the Contract or Quotation, the Company's liability will be according to the schedule of these terms and conditions. In respect of any defect in or failure of Goods originally manufactured by it and supplied or work done is found to be defective through no act, omission or fault of the Customer, and provided that



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following delivery; the Goods shall at all times have been stored, installed, adjusted, serviced, and set in accordance with the methods recommended or the instructions given by the Company within the Quotation, the Contract Maintenance documents or elsewhere, the following shall apply

- (i) **Warranty for Complete New Build Systems:** For 12 months from the commissioning date or 24 months from shipment date from the Company's facility, whichever comes sooner, the Company will unconditionally cover all parts & labor inclusive of expenses incurred by its operatives and associates. The Company's liability is limited to repairing or in its sole and absolute discretion replacing or paying for the repair or replacement of defective parts.
- (ii) **Warranty for Complete Retrofit Systems:** For 12 months from the commissioning date or 24 months from shipment date from the Company's facility, whichever comes sooner, the Company will unconditionally cover all parts & labor inclusive of expenses incurred by its operatives and associates. The Company's liability is limited to repairing or in its sole and absolute discretion replacing or paying for the repair or replacement of defective parts.
- (iii) **Warranty for service parts and labor:** For 3 months the Company will unconditionally cover all parts & labor exclusive of expenses incurred by its operatives and associates. For a further 9 months, the Company will warranty parts supplied within the scope of the work performed. On return of the defective part (or parts) to the Company for inspection, its liability is limited to repairing or in its sole and absolute discretion replacement of the defective part.
- (iv) **Warranty for parts supplied separately:** For 12 months from shipment date. On return of the defective part (or parts) to the Company for inspection, its liability is limited to repairing or in its sole and absolute discretion replacement of the defective part.

- (b) Where at the discretion of the Company, Goods are replaced under warranty the replacement goods will be warranted for the duration of the original warranty.
- (c) Use of the equipment by the Customer or others without prior written consent of the Company before the commissioning and sign off of the equipment by its representatives will void all warranty obligations; however at the company's sole discretion the warranty commencement date may be adjusted to coincide with the original usage date.
- (d) Conditions precedent to the Company's liability hereunder shall be that as soon as reasonably practicable or within seven days in any event the Customer shall have given to the Company reasonable written notice of the defect and shall have provided written authority for the Company's servants or agents to inspect the Goods, and that there has been no failure by the Customer to comply with and maintain a log of any and all preventative and other maintenance schedules or instructions applicable to the Goods
- (e) The Company shall have no other or further liability in respect of any direct, indirect or consequential losses or damage sustained by the Customer arising from or in connection with any such defect as aforesaid including but not limited to any liability for loss of earnings, costs of shipyard activities, dry dock / haulage, sea trials, energy consumption.
- (f) There shall be excluded from the warranty contained in sub-paragraph (a) above any consumable items, all items with a life, under normal usage, of less than 12 months and any defect in material or workmanship or design in any accessories proprietary equipment or factored items not manufactured by the Company but supplied by the Company to the Customer either separately or incorporated in or associated with any other machinery or goods. The Company will seek to obtain for the Customer the benefit of any condition, guarantee or warranty which may be provided by the manufacturer of all such accessories proprietary equipment and/or factored items. In consideration of the Company's assistance in this respect the Customer accepts that it is reasonable that no defect of any nature in material or workmanship in any such items shall form the basis for any monetary or other claim or remedy by the Customer against the Company except to the extent that any such claim is satisfied by direct payment or other remedial steps by the relevant manufacturer/factor.
- (g) Where the Company agrees to repair or replace Goods in accordance with the foregoing provisions of these terms and conditions any time specified for delivery under the contract shall be extended for such period as the Company may reasonably require.
- (h) Except as otherwise expressly set forth herein, the Goods are being sold to the Customer in 'As Is, Where Is' condition and Seller makes no warranties, guarantees or representations of any kind with respect to the Goods, or any parts thereof or records related thereto, whether written, statutory, oral expressed or implied, and the Customer hereby waives all remedies, warranties and liabilities with respect to the Goods or any parts thereof including, but not limited to:
 - (i) Any implied warranty of merchantability of fitness for use,
 - (ii) Any implied warranty arising from course of performance, course of dealing or use of trade,
 - (iii) Any obligation, liability, right, claim or remedy in tort, and any obligation, liability, right, claim or remedy for loss of or damage for any liability of the Customer to any third party, or for any other direct, indirect, incidental or consequential damages.
 - (iv) In the event of any error in any weight, dimension, capacity, performance or other description which has formed a representation or is part of a contract the Company's liability in respect of any direct loss or damage sustained by the Customer as a result of such error shall not exceed the price of the Goods in respect of which the description is incorrect.

24. RETENTION OF TITLE: The following provisions shall apply to all contracts and to all Goods that the Company agrees to supply to the Customer. Any failure by the Company to enforce strict compliance by the Customer with such provisions shall not constitute a waiver thereof and no termination of the contract shall prejudice limit or extinguish the Company's rights under this paragraph.

- (a) Upon delivery of the Goods the Customer shall hold the Goods solely as bailee for the Company and the Goods shall remain the property of the Company until such time as the Customer shall have paid to the Company and the Company shall have cleared funds for the full purchase price of all Goods or Services supplied whether under the contract or otherwise. Until such time the Company shall be entitled to recover the Goods or any part thereof and for the purpose of exercising such rights the Customer hereby grants a license to the Company its employees and agents with appropriate transport to enter upon the Customer's premises and any other location where the Goods are situated and remove the Goods. This license shall extend to detaching the Goods from any property to which they are attached or into which they have been incorporated or from any other products or goods to which they have been attached
- (b) Subject to the License at (a) above the Customer is hereby granted a license by the Company to incorporate the Goods in any products ordinarily manufactured, or used in the course of manufacture by the Customer, in the ordinary course of business.
- (c) Until the Customer has paid the Company in full for all Goods and Services delivered to the Customer, the Customer shall maintain all insurance in respect of the Goods from the date or dates on which the risk therein passes to it with the Company named as loss payee with respect to all such insurances with such company and in such amounts that the Company reasonably determines is necessary to protect its interest in the Goods. In the event of any loss or damage occurring while the Goods remain the property of the Company and the Customer receives insurance monies as a result thereof, the Customer shall immediately on receipt of the insurance monies, remit to the Company the full purchase price of the Goods lost or damaged less any part thereof which has already been paid and until such amount has been so remitted shall hold such amount as trustee and agent for the Company. For the avoidance of doubt the provisions of this sub-clause do not affect the Customer's obligations under clause 19 hereof.
- (d) The licenses granted under sub-clause (ii) and (iii) above shall be terminable forthwith at any time upon notice by the Company to the Customer.

25. GOVERNING LAW AND JURISDICTION: The Customer hereby agrees that in the event of any dispute arising out of the contract or the performance thereof it will submit to the exclusive jurisdiction of the state and federal courts located in Fort Lauderdale, Florida, USA; except that in the event the Company invokes the jurisdiction of the court of any other country in which eventuality the Customer agrees that it will submit to the jurisdiction of said court.

- (a) The Company and the Customer hereby waive the right to a trial by jury.
- (b) Prevailing Party in Dispute. If any legal action or other proceeding is brought in connection with or arises out of any provisions in the Quotation or the Contract, the prevailing party will be entitled to recover reasonable attorneys' fees and other costs incurred in such action or proceedings.

26. COMPANY'S GENERAL LIEN AND SET OFF: The Company shall be entitled to a general lien on any property of the Customer in possession of the Company in respect of all debts due by the Customer to the Company. The Customer shall not be entitled to withhold payment of any amount due under the Contract to the Company because of any cross claim or counterclaim of the Customer against the Company and nor shall the Customer be entitled to set off against any amount payable under this contract to the Company any monies which are not then presently ascertained and payable by the Company or in respect of which the Company disputes the Customer's allegation of liability.

27. GENERAL:

- (c) The headings to the paragraphs of these conditions are for ease of reference only and shall not affect the interpretation or construction thereof.
- (d) If any provision of these conditions is or become illegal, void or unenforceable for any reason, the validity of the remaining provisions shall not be affected.
- (e) The rights of the Company hereunder are cumulative, not exclusive, may be exercised as often as the Company considers appropriate and are in addition to its rights under applicable law. The rights of the Company against the Customer (whether arising under these terms or conditions or applicable law) are not capable of being waived or amended except by an express waiver or amendment in writing. Any failure to exercise or any delay in exercising any of such rights will not operate as a waiver or amendment of that or any other such right, any defective or partial exercise of any such rights will not preclude any other or further exercise of that or any other such right and no act or course of conduct or negotiation on the part of the Company or on its behalf will in any way preclude the Company from exercising any such right or constitute a suspension or any amendment of any such right.
- (f) These terms and conditions together with the provisions of the contract or quotation between the Company and the Customer constitute the entire agreement between the Company and the Customer and supersede all previous proposals, agreements and other written and oral communications in relation hereto. The Customer acknowledges that there have been no representations, warranties, promises, guarantees or agreements, express or implied, except as set forth herein.
- (g) A copy of these terms and conditions is available for review by the Customer on request and is also available for public review on the Companies Web site. Customers should make themselves familiar with these terms and conditions.