STANDARD TERMS AND CONDITIONS OF SALE

1. GENERAL

1.1 The following definitions shall apply to this Contract:

"ATDI" means Advanced Topographic Development & Images Limited

"Goods" means the goods purchased by the Purchaser from ATDI

"Order" means the order placed with ATDI for Goods and/or Services

"Purchaser" means the person, firm or company purchasing the Goods or Services

"Services" means the services supplied to the Purchaser by ATDI

"Specification" means the document specified as "Statement of Work" (in the case of Goods) or "Method Statement" (in the case of Services)

1.2 These Terms and Conditions ("Terms"), together with the Order and the Specification shall constitute the entire agreement ("Contract") between the parties in relation to the provision of Products and Services and supersedes any and all previous agreements entered into between the parties. No representation, warranty or other statement (whether in writing or otherwise) made by ATDI shall be of any effect (and is expressly disclaimed by ATDI) unless it has been specifically reduced into writing and set forth in the Terms, the Order or the Specification. In the event of any conflict between the Terms, the Order and the Specification, the Order shall take precedence over the Terms and the Specification shall take precedence over both the Order and the Terms

2. VALIDITY

2.1 ATDI shall supply the Goods and provide the Services to the Purchaser

2.2 Unless otherwise agreed in writing all quotations, tenders and Orders made or accepted by ATDI are subject to the following conditions. Quotations made and tenders submitted are not offers for sale and any Order is subject to acceptance of the Order and the provision of a Specification by ATDI

2.3 The Specification will expressly include certain goods and services. Goods and services not included in the Specification are, for the avoidance of doubt, excluded from the Specification. Where the Purchaser requests that Goods and Services not included in the Specification be supplied, ATDI reserves the right to make additional charges in relation to provision of additional Goods or Services.

3 PRICES

3.1 Unless otherwise stated, prices quoted are those current on the date of quotation and are valid for 30 days thereafter, unless previously withdrawn.

3.2 Prices quoted are subject to adjustment in accordance with any subsequent tax, surcharge or other levy imposed by the UK. Prices for supply of services delivered in the UK to non-UK Purchasers are subject to levy of UK Value Added Tax.

3.3 Orders must be accompanied by sufficient information to enable ATDI to proceed with the Order forthwith otherwise ATDI shall be at liberty to amend the prices quoted to cover any increase in costs which takes place after contract acceptance. Time lost in waiting for goods or information from the Purchaser shall be charged for at the prevailing ATDI daily rate.

3.4 Changes in the scope or specification at the Purchasers request or increases in the cost of material and labour beyond the rates applying at the date of the quotation shall render the price subject to increase accordingly.

3.5 Where ATDI facilitates in a contract between a third party supplier and the Purchaser ATDI shall act as agent for the Purchaser and shall have no liability to either Purchaser or the third party under that contract.

3.6 Prices quoted exclude the cost of travel and subsistence necessary to execute the contract, which will be charged to the Purchasers account at cost. Unless otherwise agreed, the time to position staff from ATDI's headquarters in Crawley, UK, to the Purchaser's chosen work location shall be charged to the Purchaser at the prevailing ATDI standard daily rate.

3.7 Unless otherwise agreed, prices exclude any meetings with the Purchaser or his agents for any purpose whatsoever. Where these are requested they will be charged to the Purchaser's account at the prevailing ATDI daily rate.

3.8 ATDI will point out in quotations and tenders any recurring costs associated with the goods and services to be supplied. The Purchaser agrees to pay such additional invoices levied by ATDI or by third party suppliers unless associated agreements are cancelled by the Purchaser giving the required notice period.

3.8 In the event that the Purchasers requirements change either by expression or implication following the placement of a Order, the parties shall meet to develop a revised specification. ATDI shall charge for the time needed for such meetings or for subsequent or associated work at the prevailing daily rate.

4 DELIVERY

4.1 Any times for Delivery (in the case of goods) or deadlines (in the case of services) specified by ATDI are advisory only and ATDI shall not be liable for any failure to meet specified Delivery times or deadlines under any

circumstances. All Delivery times or deadlines quoted are an indication contingent upon receipt of all necessary information from Purchaser for the work to proceed at the rate anticipated.

5 TRANSIT

Prices for Goods to be Delivered within UK and EU are quoted as DDU (Incoterms 2000) to the point of delivery specified by the Buyer.. Prices quoted for other export deliveries are on the basis of FOB UK port or FCA UK airport unless stated otherwise. In the event that the Goods are not received by the Buyer and the Buyer notifies ATDI of the non-receipt of the Goods within 7 days of the expected delivery time, ATDI shall replace such Goods within a reasonable time of such notice.

6 DESPATCH

The Purchaser shall provide ATDI with instructions for the delivery of the goods with the Order. If forwarding instructions are not received within seven days of ATDI's advice to the Purchaser that the goods are ready for despatch ATDI shall be entitled to invoice forthwith and make an appropriate storage charge. Any subsequent additional charges arising from delayed despatch will be for the account of the Purchaser

7 PACKING

Unless otherwise specified all packing is non-returnable and will be in accordance with ATDI's standard packing policy.

8 DELIVERY & PASSING OF PROPERTY

8.1 The goods shall be deemed to have been delivered and to have been taken over by the Purchaser when they are off-loaded at the point of delivery. All risks shall pass to the Purchaser upon delivery

8.2 Software supplied either as data or executable files will also be subject to the signing by the Purchaser of a software licence ("Licence"). Property in the goods containing the software or licence to use the software shall only pass to the Purchaser on receipt by ATDI of the Licence.

8.3 Notwithstanding that the risk in any Goods supplied to the Purchaser has passed upon Delivery, full legal and equitable title and interest in any and all Goods supplied to the Purchaser shall remain with ATDI and shall not pass to the Purchaser until ATDI shall have received payment in full of all amounts owing from the Purchaser to ATDI for the time being including any interest accruing and owing on any amounts outstanding and from time to time in respect of all such Goods.

8.4 As long as the title remain with ATDI, the Purchaser shall have the power to deal with or use the Goods in the normal course of business and, subject to clause 8.5, to dispose of the Goods by way of a bona fide sale at market value

8.5 If the Purchaser shall sell any of the Goods to any third party, it shall hold all monies received from that third party as trustee for ATDI and shall hold the same to the order of ATDI until all amounts owing from the Purchaser to ATDI are paid. If any of the Goods are sold by the Purchaser on credit to any third party, the Purchaser shall ensure that such third party shall not gain title to the Goods until full payment is made to the Purchaser for the Goods.

8.6 ATDI shall be entitled to recover the Price for the Goods (plus VAT) notwithstanding that title in any of the Goods has not passed from ATDI.

8.7 Until such time as title in the Goods passes from ATDI to the Purchaser, ATDI shall be irrevocably authorised by the Purchaser to enter the Purchaser's premises without prior notification and to do all things necessary to remove and re-possess the Goods delivered to the Purchaser.

8.3 Goods loaned or hired to the Purchaser during the execution of any contract shall be returned promptly to ATDI on request in the condition originally supplied. No copies shall be made. In the event that the Goods are not returned within 30 days of a request for return, ATDI will invoice the Goods at the prevailing list prices.

9. COMMUNICATIONS

ATDI will appoint a project manager who will be the sole point of contact with the Purchaser on all issues regarding the contract. The Purchaser shall likewise appoint a single point of contact. ATDI shall communicate with that individual on all matters relating to the contract taking instruction from that individual alone.

10 TERMS OF PAYMENT

10.1 Unless otherwise agreed for Open and Approved Accounts, payment for goods, packing, carriage and other charges shall be made within 30 days of delivery. ATDI reserve the right to charge interest at the rate of 1.5% per month on all overdue accounts. Opening orders should be accompanied by two satisfactory credit references, failing which a pro-forma invoice will be rendered for payment before commencement of the project

10.2 Unless otherwise agreed, payment for export Orders shall be made in Sterling or in Euro in London by confirmed and irrevocable letter of credit in favour of; and in a form acceptable to ATDI. The Letter of Credit shall be established within fourteen days after the date of Order and shall clearly state therein the relevant terms of the contract.

10.3 Where the Purchaser has an established purchasing office or agent within the United Kingdom who hold contractual responsibility on behalf of the Purchaser, provided ATDI gives the Purchaser its written consent, payments shall be made on presentation of invoice and/or shipping documentation at the registered address in the United Kingdom of the said office or agent. Goods shall not be shipped until all payments due have been

made.

10.4 Unless otherwise agreed supply and service provision shall be the subject of separate contracts. Payments for the supply shall not be withheld by reason of any dispute over provision of subsequent services.

10.5 ATDI reserves the right to suspend delivery of any Order from the Purchaser at any time when an account of the Purchaser is overdue.

10.6 Part shipment and part invoicing for goods or services delivered as part of the contract shall be permissible. Payments for part supply shall not be withheld by reason of any dispute over subsequent or previous deliveries.

11 GUARANTEE

11.1 ATDI warrant that all goods supplied shall be free from defects in materials and workmanship for a period of 6 months from despatch of the Goods.

11.2 In the event of breach of the warranty contained in Clause 11.2, ATDI undertakes to repair defects in the Goods or replace such Goods (at their option) supplied. Provided always that unless otherwise agreed in writing such defective goods shall be returned (at the Purchaser's cost) to ATDI's works. If the goods are found not to be in breach of warranty or have not been used or stored in accordance with industry practice and/or any instructions supplied, then, the entire costs of the test repair or replacement and carriage shall be borne by the Purchaser and shall be charged for at ATDI's prevailing daily rate.

11.3 In respect of Goods, parts, components, software or data not manufactured or written by ATDI, the Purchaser shall receive only the benefit of such guarantee or warranty or such guarantee or warranty remaining, whichever is the lesser, as shall be given by the third manufacturer or supplier thereof to ATDI.

11.4 In respect of Services, ATDI undertake to take all reasonable skill and care that the conclusions reached in the course of the performance of the Services are as a result of valid assumptions, information and know-how. If any claims by the Purchaser that the Services have not been performed in accordance with the warranty are made within one week of delivery of the Services, ATDI undertake to complete such work as is necessary to investigate these claims. Where any claim of breach of warranty is found to be invalid ATDI will charge the Purchaser for all work in investigation. Where any claim of breach of warranty is found to be valid, ATDI will effect corrective action at its cost.

11.5 The warranty contained in Clause 11.2 and 11.4 is given in lieu of any warranty, condition or liability implied by law in respect of any defect or failure in the Goods supplied, or any loss, injury or damage

attributable thereto (other than liability for death or personal injury resulting from ATDI's own negligence).

11.6 Where ATDI supplies services it will use its reasonable endeavours to ensure that the information and advice given is correct. ATDI will not be liable for the accuracy of this information and advice and it is for the Purchaser to verify the nature of the information and advice supplied.

12 LIABILITY

12.1 Any claim by the Purchaser which is based on any defect in the quality or condition of the Goods or services or their failure to correspond with specification shall (whether or not delivery is refused by the Purchaser) be notified to ATDI within seven days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within seven days after discovery of the defect or failure. If delivery is not refused, and the Purchaser does not notify ATDI accordingly, the Purchaser shall not be entitled to reject the Goods or services and ATDI shall have no liability for such defect or failure, and the Purchaser shall be bound to pay the price as if the Goods or services had been delivered in accordance with the Contract

12.2 UNDER NO CIRCUMSTANCES SHALL THE LIABILITY OF ATDI UNDER OR IN CONNECTION WITH THE AGREEMENT EXCEED THE PRICE PAID FOR THE GOODS OR, IN THE CASE OF SERVICES, THE PRICE PAID BY THE PURCHASER FOR THE SERVICES IN THE PREVIOUS 12 MONTHS.

12.3 ATDI SHALL NOT BE LIABLE TO THE PURCHASER BY REASON OF ANY REPRESENTATION (UNLESS FRAUDULENT), OR ANY IMPLIED WARRANTY, CONDITION OR OTHER TERM, OR ANY DUTY AT COMMON LAW, OR UNDER THE EXPRESS TERMS OF THE CONTRACT, FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE (WHETHER FOR LOSS OF PROFIT OR OTHERWISE), COSTS, EXPENSES OR OTHER CLAIMS FOR COMPENSATION WHATSOEVER (WHETHER CAUSED BY THE NEGLIGENCE OF ATDI, ITS EMPLOYEES OR AGENTS OR SUB-CONTRACTORS OR OTHERWISE) WHICH ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT. NOTHING IN THE AGREEMENT SHALL LIMIT ATDI'S LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY ATDI'S NEGLIGENCE

12.4 Where data is extracted from maps. charts. diagrams or other images specified or provided by the Purchaser either in physical or machine readable form or where Purchaser specified images are used in delivered goods ATDI will expect the Purchaser to have reached the necessary agreements for such extraction with the owner of the Copyright. The Purchaser shall indemnify and hold blameless ATDI in the event of any subsequent Copyright infringement claim.

13. INTELLECTUAL PROPERTY RIGHTS

13.1 Any technical or other information including but not limited to source or object code, know-how, methods, reports, drawings, images and other data in whatever form disclosed to the Purchaser or delivered to the Purchaser under the terms of the Order is confidential. For the avoidance of doubt, nothing in this Contract shall assign any copyright, patent, trademark and other intellectual property rights in the Goods or produced as a result of the Services to the Purchaser

13.2 Unless ATDI's consent in writing is first obtained, none of the Software or data provided under the Order shall be reproduced by the Purchaser and neither such software nor any copies or duplicates thereof shall be used by the Purchaser or released out of the Purchaser's possession nor shall the content thereof be divulged by the Purchaser to any other person, firm or corporation except where permitted under the terms of any Licence subsequently agreed.

13.3 The Purchaser agrees that the provision of software or data does not permit nor provide a licence to manufacture or have manufactured any part, component, system or element of the goods or software or data supplied by ATDI or its sub-contractors.

13.4 The Purchaser shall at all times comply with the terms of the Licence.

14 ARBITRATION

14.1 Unless otherwise agreed all disputes between the Parties arising out of the existence, validity, construction, performance and termination of this Agreement (or any terms thereof, which the Parties are unable to resolve between themselves, shall be finally settled by arbitration. The arbitration shall be held in London (England) in accordance with the rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules

15. TERMINATION

15.1 Either party may terminate the Agreement immediately on written notice to the other party if the other party has become bankrupt or insolvent or is the subject of any winding up proceedings (not being a members' voluntary winding-up for the purposes of reconstruction or amalgamation) or is the subject of an appointment of a receiver, administrative receiver or administrator.

15.2 If the Purchaser fails to pay any sum to ATDI within 14 days such sum becoming due for payment, ATDI may terminate this Agreement immediately on written notice.

15.3 Without prejudice to Clause 15.2, if either party is in material breach of this Agreement, and fails to remedy such breach within 14 days of written notification of the breach from the other party, that other party may terminate this Agreement immediately on written notice.

16 **CONSEQUENCES OF TERMINATION**

16.1 In the event that this Agreement is terminated under Clause 15, ATDI, without prejudice to any other rights it may have will invoice the Purchaser for Services it has performed and Goods it has supplied to the Purchaser up to and including the day of termination and the Purchaser shall be liable to pay the fees due plus VAT as specified in the invoice.

17 **ASSIGNMENT**

17.1 This Agreement is personal to the Purchaser and the Purchaser shall not assign or transfer or purport to assign or transfer to any other person of its rights or sub-contract any of its obligations thereunder, without the prior written consent of ATDI

18 **RIGHTS OF THIRD PARTIES**

18.1 No person who is not a party to this Agreement as no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

19 **SEVERANCE**

19.1 If any term or provision in the Agreement shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law that term or provision or part shall to that extent be deemed not to form part of this Agreement and the enforceability of the remainder of the Agreement shall not be affected.

20 **APPLICABLE LAW AND JURISDICTION**

20.1 This Agreement shall be governed by and construed in accordance with the law of England and Wales, and the parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.