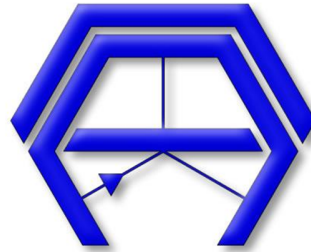


For online purchases and to view our stock

X-STK

Tel. 0845 22 66 456

www.x-stk.co.uk



APPLIED AUTOMATION

Concept House,
Beechwood Way,
Langage Science Park,
Plympton, Plymouth, Devon, PL7 5HH.
Telephone: 01752 343300 Fax: 01752 341161

Dear Sir/Madam

We are delighted that you wish to open a Credit Account with our company and we will strive to make the new account facilities available to you at the very earliest point.

In order that we may process your application in the most timely manner, please print out this document and fully provide the information as requested.

For "Limited Companies" you need to fill out all sections with the exception of item 13.

For Companies that are not "Limited" you need to fill out all sections with the exception of item 7.

Once your application form is complete please post the completed form along with a copy of your Company headed paper to the above address.

If you wish to "hurry along" the account opening process, please feel free to submit the application to our accounts department by **Fax: 01752 347296**, we would however ask that you also post to us the original copy.

As soon as your application has been processed we will confirm this to you in writing stating the allocated Credit limit.

On-Line Purchasing

For X-Stk (www.x-stk.co.uk) customers that wish to place orders "On Line" we will contact you separately once your account has been opened to establish which contacts within your company you wish to be authorised and their security passwords.

We look forward to healthy on going trading relationship

Yours sincerely

Applied Automation (UK) Ltd

Enc: "Application for Credit Facilities" form & our "Terms and Conditions".

APPLICATION FOR CREDIT FACILITIES

1. Company Name:.....
2. Trading Name (if different from the above):
.....
3. Company Address:
.....
.....
.....
- Post Code:
- Telephone Nbr:..... Fax Nbr:.....
4. Nature of Business:
5. Date Established:.....
6. Estimate of Monthly Credit Req: £
7. Company Registration No:
8. Contact Names:
8.1. Accounts:
- 8.2. Purchasing
9. Invoice/Statement Address (if different to section 3 above):
.....
.....
.....
- Post Code:
10. Bankers Name & Address:.....
.....
.....
11. Account No:
12. Sort Code:

Note: This section to be used only if you are not a Limited Company

13. Name & Personal Address of Proprietor/Senior Partner/Associates
Name:.....Address:.....
.....
.....
- Post Code:
- Telephone Nbr:

14. Trade References (Two required)

- 14.1. Company Name (1).....
- Address:.....
.....
.....
- Post Code:
- Tel Nbr:
- Fax Nbr:

- 14.2. Company Name (2)
- Address:.....
.....
.....

Application For Credit Facilities

2 January 2008

Page | 3

.....
Post Code:

Tel Nbr:

Fax Nbr:

15. To be Signed by All Applicants

I/We request to open a credit account with Applied Automation (UK) Ltd.

I/We undertake to conduct the account strictly in accordance with your Company's Terms and Conditions, a copy of which has been made available to me/us.

Signature:

Position:

Name (Block Capitals):

Date:

Please attach a copy of your headed paper to this application and return to our Head Office at:

Applied Automation (UK) Ltd

Concept House

Beechwood Way

Langage Science Park

Plympton

PLYMOUTH

Devon

PL7 5HH

Tel: 01752 343300

Fax: 01752 347296

Note: We will accept a fax copy to enable early processing of your application; however we would ask that you also post to us the original copy.

For Use By Applied Automation (UK) Ltd Only

Account No.

Date Approved Approved By

APPLIED AUTOMATION (UK) LTD
Terms and Conditions

Definitions in these conditions

The „Company“ shall mean Applied Automation (UK) Ltd.

The „Customer“ shall mean the other contracting party.

The „Products“ shall include all the goods and services supplied by the company.

The „Order“ shall mean the Order placed by the Customer with the Company for the Products.

The „Contract“ shall mean Contract made between the Customer and the Company for the Products; this Contract is formed when the Company accepts the Customers Order.

GENERAL

a) These conditions form an integral part of every Contract for the supply of the Products by the Company.

The Orders shall be deemed to be placed subject to these conditions and no variation of these conditions is applicable unless expressly accepted in writing by the Company. The Companies acknowledgement of the order shall not constitute such acceptance.

b) If individual terms become null and void all others shall remain unaffected.

c) The headings in these conditions shall not be deemed to be part hereof or be taken into consideration in the interpretation or construction of the Contract.

VALIDITY

Any quotation is valid for a period of ninety (90) days from the date of the quotation, unless otherwise stated or unless revoked by the Company and in any event the Order is subject to written acceptance by the Company.

PRICES

Unless otherwise stated all prices are ex-works, carriage will be charged at extra cost. All prices are exclusive of value added tax, which will be charged at the current rate at the time of delivery.

PRICE ADJUSTMENTS

The Company reserves the right at any time, prior to delivery, to vary the price quoted for the products if, following the date of quotation, there is any change in rates of exchange, any imposition of Government tax, any increase in the cost of labour or materials, or if the cost of supplying the Products is increased by any factor beyond the control of the Company.

PAYMENTS

a) United Kingdom Customers: - unless otherwise stated, agreed payment is to be made against the companies' invoice and payment shall be net cash by the last day of the month following the date of the invoice. Any sums not paid on the due date will be subject to an interest charge at the rate of 4% above the Base Lending Rate of National Westminster Bank PLC compounding monthly on all amounts overdue until payment thereof, such interest to run from day to day and to assure after as well as before any judgement.

b) Overseas Customers: - unless otherwise agreed the Order must be accompanied by a remittance or advice that an irrevocable sterling Letter of Credit has been established with and confirmed by a major United Kingdom Clearing Bank in favour of the Company. This Letter of Credit shall have a validity equal to the full delivery period of the Products, plus one month and shall provide for part-shipment and Trans-shipment with the release of one hundred percent of the value, for each shipment against presentation of commercial invoices, packing lists and bill of lading or forwarding agents receipt or airway bill in evidence of dispatch of the Products from the United Kingdom.

DELIVERY AND RISK

a) Subject to the following sub clauses all risks shall pass to the Customer upon delivery.

b) Unless otherwise specified, delivery shall be deemed to take place when the Products have been delivered to the Customers carrier (whether or not arrangements for carriage have been made by the Company) or, where agreed, to the Customers premises or other specified delivery point in the UK or FOB UK Port or airport if ultimately for despatch overseas.

- c) All dates and times specified to the Customer for delivery of the Products are estimates only. Such dates and times from receipt of the Customers' Order by the Company or from the date of receipt of all the necessary information, drawings and inserts to enable the Company to initiate manufacture whichever is later. The Company shall not have any liability for the delay of or any damages or losses sustained by the Customer as a result of such dates or times not being met. The Customer shall not be entitled to refuse acceptance of the Products as a consequence of such delay. The Company may make partial deliveries.
- d) The Company may in its absolute discretion withhold delivery pending payment of any sum due by the Customer to the Company under Contract.
- e) If the Customer does not accept delivery of a consignment of Products at the agreed date then:
- i) The Company shall be entitled to claim payment in accordance with clause six above for the Products refused.
- ii) The Product refused shall be in all respects at the Customer's risk.
- iii) The cost of storing the Products shall be borne by the Customer.

DAMAGE OR LOSS IN TRANSIT

The Company will in its discretion, either refund the cost, replace or repair free of charge, any Products proved to the Company's satisfaction to have been lost or damaged in transit up to the moment of delivery, provided that within three days of receipt of the Product in the case of damage, or within ten days of receipt of invoice in the case of loss, the Customer notifies both the carrier and the Company in writing, stating the nature and extent of the damage or loss. The Company accepts no liability for delay in transit. Unless the Products are checked on receipt, the carrier's documentation will be endorsed „Unexamined“.

TITLE

- a) The Customer shall acquire title to the Products only when the Company, in accordance with clause six, has received full payment.
- b) The title and property in the goods, including full legal and beneficial ownership, shall not pass to the customer until the company has received in cash or cleared funds payment in full for all goods delivered to the buyer under this and all other contracts between the company and the customer for which payment for the full price of the goods there under has not been paid. Payment of the full price of goods shall include the amount of any interest or other sum payable under the terms of this and all other contract between the company and the customer under which the goods were delivered.
- c) In the event of seizure by a third party or any other act of a third party affecting the Company's interest in the Products, the Customer shall notify the Company immediately.
- d) The company may enter the customer's premises to obtain goods supplied should payment not be made in full.
- e) The customer must ensure that until all outstanding monies are paid all goods supplied by the company are adequately insured and kept separately from third parties goods.
- f) Until the Company becomes entitled to determine the Contract pursuant to clause fourteen, the Customer shall have the right to sell or dispose of the Products, but only for its own account and not as the agent for the Company. The Customer shall hold in its trust the proceeds of such disposals including such proportion of the proceeds of disposals of higher-level assemblies in which Products are embodied, as represents the sum due to the Company in respect of Products so embodied. In exercising the right to sell or otherwise dispose of the Products, the Customer shall maintain the date code labelling of the Product.

SPECIFICATIONS

- a) The Products will be supplied generally in accordance with the Company's proprietary specification therefore (the „specification“); the Company will not accept liability for the Products supplied where variation from the specification is significant except as set out in section eleven and twelve.
- b) The specification, description and illustrations contained in the Company catalogues shall not form part of the Contract.
- c) All specifications, drawing and technical descriptions submitted with or in connection with, any quotations or acknowledgement of the Company are the Company's copyright. All such copyright material and all information and „know-how“ whenever supplied shall at all times be treated by the Customer as confidential and shall not without the consent of the Company, be used by the Customer except for the purpose of the Contract and the operation of the products supplied there under, nor shall they without the consent of the Company be communicated to third parties save insofar as may be necessary for the purposes stated above.

WARRANTY

a) Any Products which are found to the Companies satisfaction to be defective as a result of faulty design, manufacture or workmanship will at the sole discretion of the Company be replaced free of charge provided that:-

i) The Products or samples thereof showing the alleged defects are returned properly packaged and carriage paid to the Companies works in the United Kingdom at the Customers risk, within twelve months from the date of delivery as defined in clause seven.

ii) Date coding labelling has been preserved.

iii) The Products have not been misused, mishandled, overlooked or amended in any way by the Customer or used for any purpose other than that for which they are designed.

iv) If the Products have been manufactured to the Customers design, the defects are not as a result of faulty design of the Customer.

b) Repaired or replaced goods will be returned free of charge to destinations on the main land of the United Kingdom or delivered FOB UK port or airport for other destinations.

c) In the case of Products not of the Companies manufacture, any warranty shall be limited to that given to the Company by the manufacture thereof.

LIABILITY

a) The warranty given in clause eleven is the only warranty given by the Company and any other claims (other than claims for death or personal injury attributable to the negligence of the Company, its agents or employees) relating to any express or implied warranties or conditions as to quality and fitness for the purpose of the Products, are hereby expressly excluded. Unless specifically agreed the Company does not warrant that the Products are suitable for any particular application.

b) The Company shall not be under any liability for any contingent or consequential loss, damage or injury to the Customer howsoever arising.

c) The Company shall not be under any liability for infringement arising from the combination of the Product with items not supplied by the Company.

d) Subject to clause (a) above, in the event of the Company being found liable for any loss or damage arising out of the Products, its total liability shall not under any circumstances exceed, for any breach or breaches, the purchase price of the Product.

PATENT INDEMNITY

If the Customer is threatened with any action alleging the Products, in the form sold, infringe any Patent, Copyright or Registered Design, then provided that the Customer promptly informs and fully co-operates with the Company and in cases where the Company so requests, allows the Company to defend any action on the Customers behalf, then the Company will indemnify the Customer against any award of damages and costs against the Customer arising such action. The above indemnity is given by the Company in lieu of any or all other liabilities the Company might have in relation to any action against the Customer for infringement of patent or other property rights and under no circumstances will the Company be liable for any contingent, consequential or any loss howsoever arising. The Company shall have no liability in respect of claims for infringement of third parties or other proprietary rights arising from the execution of the Order in accordance with the Customers designs, plans or specification.

TERMINATION

Without prejudice to any claims it might otherwise make or exercise, the Company shall have the right forthwith to terminate the Contract by summary notice and to claim for any losses, costs or expenses thereby incurred in the event that the Customer commits any serious breach of any of the terms of these conditions, or if the Customer makes or offers to make any arrangement or composition with creditors or commits any act of bankruptcy, or if any petition or receiving order in bankruptcy is presented or made against the Customer, or if the Customer is a limited Company and any resolution or petition to wind up such company is passed or presented otherwise than for reconstruction or amalgamation, or if the receiver of such companies undertaking property or assets or any part thereof is appointed in the event of the Company terminating the Contract by summary notice, it shall be lawful for the Company to enter upon the Customers premises or any other premises where the Products are situated and take possession of the Products to which the Company has title.

FORCE MAJEURE

a) The Company shall not be under any liability to the Customer for any breach of any provision hereof or failure on its part to perform any obligation as a result of force majeure, for the purpose of these conditions shall mean and include acts of God, war (whether declared or not), sabotage, riot, explosion, Government control, restrictions or prohibitions or any other Government act or omission, whether local or national, fire, accident, earthquake, storm, flood, epidemic, drought or other natural catastrophe, inability to obtain equipment, suitable raw materials, components, fuel, power or transportation, disputes with workmen, strikes or lockouts, shortage of labour or any other cause beyond the control of the Company.

b) If the Company is unable to perform any of its obligations under the Contract because of any of the clauses referred to in sub clause (a) of this clause, then it shall forthwith notify the Customer of the estimated extent and duration of such inability.

REPRESENTATIONS

These conditions supersede all previous conditions, understandings, commitments, agreements or representation whatsoever, whether oral or written and shall not be varied except with the Companies written consent.

NOTICES

Any notice required to be given hereunder shall be sufficiently given if sent by registered post, cable or telex to the recipient at its registered office or last known address and shall be deemed to have been properly served at the time, when in the ordinary course of transmission it would reach its destination.

GOVERNING LAW

These conditions and the Contract shall be governed, constructed and shall take effect in accordance with the laws of England, and shall be subjected to the jurisdiction of the English courts.

AMENDMENTS OR CANCELLATIONS

Once accepted by the Company, no Order can be amended or cancelled except with the Companies written approval and upon terms, which indemnify the Company against any losses including loss of profit or additional costs resulting there from. In particular, additional costs incurred because of any alterations made at the Customers request to quantities, delivery dates, rates or specifications shall be borne by the Customer.

SEVERABILITY

Any Contract entered into by the Company shall be regarded as severable in the events of Products being of different kinds or the Contract providing for delivery by instalments. Each and every delivery of separate items under the Contract and damages arising from any alleged breach of Contract shall be limited accordingly.

INSTALLING/COMMISSIONING

Where installation/commissioning is to be performed by the Company, the companies special conditions for such work will apply.

The Company has the option of negotiating contractual commitments covered by warranties described in section eleven, if full payment for goods and/or services are not made within sixty days from the last day of the month of invoice for said goods and/or services.