

European Security Partners Ltd.

Terms and Conditions

In these terms and conditions of sale ("Conditions"):

1.1 the "Buyer" shall mean the person, firm or company who places an order (whether in writing, by e-mail, orally or in whatever form) with European Security Partners Ltd to buy Goods and whom EuSP agrees to supply;

1.2 "Contract" shall mean a contract to which these Conditions apply;

1.3 "EuSP" shall mean European Security Partners Ltd, a company registered in UK under Registration Number 08002725 Head Quarters office at Herald Way, Pegasus Business Park, Castle Donington, DE74 2TZ, United Kingdom

1.4 "Goods" shall mean any goods sold or to be sold by EuSP which are subject of an order by the Buyer (whether or not in EuSP's standard order format) and which EuSP agrees to sell to the Buyer;

1.5 "Working Day" shall mean any day other than (i) a Saturday, (ii) a Sunday or (iii) a day when the clearing banks are not physically open for business in the City of London;

1.6 words imparting the singular shall include the plural and vice versa. Words imparting a gender shall include every gender and references to persons shall include an individual, company, corporation, firm or partnership;

1.7 headings are for ease of reference only and shall not affect the interpretation of the Conditions;

1.8 references to any statute or statutory provision shall include any subordinate legislation made under it, any provision which it has modified or re-enacted and any provision which subsequently supersedes it or re-enacts it;

1.9 references to "includes" or "including" or like words or expressions shall mean without limitation; and

1.10 references to "written" or in "writing" (except in Condition 10) include in electronic form.

2. Effect

2.1 These Conditions apply to sale or supply of Goods by EuSP where the Buyer is not a consumer within the meaning of the Unfair Contract Terms Act 1977. Other conditions apply where the Buyer is a consumer. Subject to that, any order by the Buyer for Goods from EuSP is deemed to incorporate these Conditions to the exclusion of any terms and conditions submitted by or on behalf of the Buyer (whether in writing, by e-mail, orally or in whatever form).

2.2 Unless EuSP indicates otherwise, a binding Contract for the supply of Goods by EuSP shall be formed when EuSP accepts (whether in writing, by e-mail, orally or in whatever form) an order made by the Buyer for Goods (also whether in writing, by e-mail, orally or in whatever form).

2.3 No variation or modification of or substitution for these Conditions shall be binding on EuSP unless specifically accepted by an authorised representative of EuSP in writing, and any other terms and conditions proposed by or on behalf of the Buyer shall be void.

3. Prices and Payment

3.1 Unless otherwise specifically agreed by an authorised representative of EuSP, prices are determined by reference to EuSP's standard price list current at the date of the order by the Buyer, subject always to extra charges where applicable for special non-standard goods or services. EuSP reserves the right at any time without notice to change its prices in respect of Goods not yet ordered.

3.2 Unless EuSP agrees otherwise in writing, the price is exclusive of any costs of carriage and any applicable value added tax, sales, import and export taxes and the Buyer shall be additionally liable to pay EuSP any such applicable costs and taxes at the same time as payment for the Goods.

3.3 Unless EuSP has specifically agreed in writing to give the Buyer credit terms, the Buyer shall pay the price of the Goods in full in cleared funds before delivery and until then EuSP shall not have been deemed to have accepted the Buyer's order. Where EuSP has agreed to credit terms, payment shall be due in full in cleared funds by direct debit by the 25th of the month following the month of delivery unless alternative payment terms have been specifically agreed in writing between the parties.

3.4 The Buyer shall ensure that all details provided to EuSP for the purpose of purchasing the Goods from EuSP will be correct, that it is authorised to use the payment card or other payment method and that there are sufficient funds or credit facilities to cover the cost of purchase. EuSP reserves the right to obtain validation of the Buyer's payment details before acceptance of the Buyer's order.

3.5 Time for payment of the price shall be of the essence of the Contract.

3.6 Unless EuSP otherwise agrees in writing, the Buyer shall pay all sums due to EuSP in full without any set-off, deduction or withholding whatsoever.

3.7 If payment of any sum due hereunder is not made on the due date then, without prejudice to any other right or remedy available to EuSP (whether under the Contract or by any statute, regulation, law or bye-law), EuSP shall be entitled to:

3.7.1 charge interest on the amount due but unpaid at the annual rate of interest set under Section 6 of the Late Payment of Commercial Debts (Interest) Act 1998 from time to time from the due date until payment (after as well as before judgment), such interest to run from day to day and to be compounded monthly;

3.7.2 sell or otherwise dispose of any Goods which are subject of any order by the Buyer; and

3.7.3 suspend or cancel any contract for the sale of Goods to the Buyer.

4. Delivery

4.1 Subject to informing the Buyer, EuSP may change or improve the Goods before delivery. All descriptions, representations, specifications, samples, colours, illustrations and other particulars furnished or made orally by EuSP or on its websites, catalogues, trade literature, price lists or other documents issued by EuSP are given for general information purposes only and the Buyer has not made any order in reliance upon any of them. Nothing shall exclude or limit EuSP's or the Buyer's liability for fraud.

4.2 Unless otherwise agreed by EuSP, packaging of the Goods shall be in accordance with EuSP's customary practices. If EuSP agrees to special packaging requested by the Buyer, EuSP may make an extra charge, which is payable at the same time as the price.

4.3 Delivery of the Goods shall take place at the Buyer's premises or at such other location as EuSP agrees. The Buyer shall ensure that it is ready for safe receipt of the Goods without undue delay.

4.4 EuSP shall endeavour to comply with the date of delivery, but any dates quoted for delivery of the Goods are approximate only and EuSP shall not be liable for any delay in delivery of the Goods howsoever caused. Time for delivery shall not be of the essence unless previously expressly agreed by a director of EuSP in writing.

4.5 Partial delivery shall be permitted. Although EuSP will endeavour to deliver the Goods under an order together, EuSP may deliver the Goods by instalments and may invoice the Buyer for each delivery. Delay, default or non-delivery of any instalment shall not entitle the Buyer to cancel the remainder of the order.

4.6 If delivery is delayed through the Buyer's default or the Buyer wrongfully declines or delays in accepting delivery, EuSP may (without prejudice to any other right or remedy available to it) do all or any of the following:

4.6.1 charge a reasonable storage fee and any costs incurred by EuSP;

4.6.2 sell the Goods for EuSP's account; and

4.6.3 cancel any Goods that remain to be delivered to the Buyer under any order.

4.7 No Contract between EuSP and the Buyer shall be a sale by sample.

4.8 Risk of damage to or loss of the Goods shall pass to the Buyer at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when EuSP has tendered delivery of the Goods.

5. Title

5.1 Notwithstanding delivery, title to and ownership of the Goods shall not pass to the Buyer until Payment. "Payment" is when EuSP has received in full (in cleared funds):

5.1.1 all sums due to it in respect of the Goods; and

5.1.2 all other sums which are or which become due to EuSP from the Buyer on any account.

5.2 Until Payment, the Buyer shall:

5.2.1 hold the Goods on a fiduciary basis as EuSP's bailee;

5.2.2 hold the Goods in good, saleable condition;

5.2.3 keep the Goods fully insured with a reputable insurance company for the full price against all risks of loss or damage from the time when risk passes to the Buyer until property passes. On request, the Buyer shall produce the policy of insurance to EuSP. If the Goods are lost, damaged or destroyed, the Buyer shall hold the proceeds of insurance for and to the order of EuSP pending Payment;

5.2.4 keep an up-to-date list of the location of EuSP's property and present this to EuSP upon request; and

5.2.5 store the Goods separately from other goods or in any way so that they remain readily identifiable as EuSP's property.

5.3 The Buyer may resell the Goods before Payment solely on the following conditions:

5.3.1 any sale shall be effected in the ordinary course of the Buyer's business at full market value;

5.3.2 any sale shall be a sale of EuSP's property on the Buyer's own behalf and the Buyer shall deal as principal when making the sale; and

5.3.3 the Buyer shall still be responsible for paying to the full value of the Payment.

5.4 If the Buyer attaches the Goods to other items or products, the property in the new item or product shall vest until Payment in EuSP in the proportion of the value of the Goods to the other constituent elements.

5.5 EuSP may at any time until title passes without notice recover possession of the Goods which are EuSP's property. EuSP may also require the Buyer at the Buyer's cost, within three days of EuSP's request, to deliver up to EuSP or make available to EuSP for collection from a single accessible collection point as EuSP requires all Goods which are the property of EuSP. The Buyer hereby grants to EuSP for EuSP and its agents, staff, officers, employees and contractors an irrevocable licence to enter for the purpose of recovering possession of the Goods any premises then occupied by or in the ownership or possession of the Buyer or the Buyer's customer. The Buyer shall indemnify EuSP against all claims, losses, damages, liabilities, costs and expenses so arising in exercising its rights under this Condition.

5.6 EuSP may recover payment for the Goods notwithstanding that ownership of any Goods has not passed from EuSP.

6. Claims and Returns

6.1 EuSP warrants that the Goods will be delivered to the Buyer in the quantities ordered and that the Goods will for twelve months from delivery correspond materially with EuSP's standard specification and be free from material defects or damage caused solely by faulty materials or poor workmanship. This warranty to the Buyer is additional to any warranty or guarantee that EuSP makes to an end-user or initial retail purchaser.

6.2 EuSP shall at its option repair, replace or provide a refund for Goods that are lost or damaged in transit. The Buyer shall upon delivery examine the Goods. The Buyer shall promptly (but in any event within 3 Working Days of delivery or expected delivery) notify EuSP in writing of any apparent damage, defect, shortage or non-arrival and give EuSP full and clear information identifying the problem. In default of such written notification EuSP shall be deemed conclusively to have delivered the Goods undamaged in the correct quantities. The above notification may be required by EuSP to inform carriers and/or insurers of damage, non-delivery or discrepancy and if the Buyer fails to give EuSP full notification by the required time, the Buyer shall be obliged to pay for EuSP's invoice in full and EuSP shall have no liability whatsoever to the Buyer for any apparent damage, defect, shortage or non-arrival of a delivery.

6.3 In respect of any Goods which are damaged or defective, EuSP shall at its option repair, replace, supply parts (at no cost to the Buyer) for, pay for the Buyer to repair, or refund to the Buyer an appropriate portion of the purchase price of, the Goods in accordance with EuSP's official after-sales policy published from time to time or with EuSP's other arrangements specifically agreed with the Buyer. Where EuSP is liable under its warranty or guarantee to an end-user or initial retail purchaser, the Purchaser shall fully and promptly assist EuSP, including repairing, providing an after-sales service, or returning, the Goods in accordance with EuSP's official after-sales policy published from time to time or with EuSP's other arrangements specifically agreed with the Buyer. EuSP can provide details of the warranty or guarantee and its after-sales policy to the Buyer on request.

6.4 EuSP's obligations and liability for defective or damaged Goods under Condition 6 are subject to:

6.4.1 prompt (and in any event within 3 Working Days of the Buyer's discovery) written notification by the Buyer to EuSP of the defect or damage;

6.4.2 the Buyer showing to EuSP's reasonable satisfaction that the defect or damage is solely attributable to defective materials or workmanship in the Goods and not wear and tear from normal use or the combination or incompatibility of the Goods with any other materials or products or post-delivery moving of the Goods;

6.4.3 following delivery, the Goods not having been misused or subjected to neglect, improper or inadequate care, carelessness, abnormal usage conditions, or involved in any accident, repair, replacement, servicing or modification contrary to any instructions of EuSP;

6.4.4 the Buyer allowing EuSP the opportunity to inspect the Goods;

6.4.5 payment for the Goods not being overdue; and

6.4.6 the Buyer having complied with all reasonable instructions of EuSP.

6.5 The Buyer shall only return Goods to EuSP if an authorised representative of EUSP expressly agrees in writing. Return to EuSP's premises or any other place stipulated by EuSP shall be carriage and insurance paid at the Buyer's risk and carefully packed to avoid damage in transit (and section 36 of the Sale of Goods Act 1979 shall not apply).

6.6 Unless agreed by an authorised representative of EuSP in writing, no unauthorised returns can be accepted. For the avoidance of doubt, the Goods are not supplied on a sale or return basis. If the Buyer makes an invalid claim or if the Buyer treats the Goods other than in accordance with this Condition 6, EUSP may charge the Buyer for its charges and costs (including labour and parts) in examining the Goods and dealing with the claim plus its costs of storage.

7. Liability

7.1 This Condition 7 prevails over all other Conditions and sets forth the entire Liability of EuSP, and the sole and exclusive remedies of the Buyer, in respect of:

7.1.1 performance, non-performance, purported performance, delay in performance or mis-performance of the Contract or of any goods or services in connection with the Contract; or

7.1.2 otherwise in relation to the Contract or entering into the Contract.

7.2 EuSP does not exclude or limit its Liability for:

7.2.1 its fraud; or

7.2.2 death or personal injury caused by its negligence (which has the meaning given to it under English law including as defined by Section 1 of the Unfair Contract Terms Act 1977); or

7.2.3 any breach of the obligations implied by Section 12 Sale of Goods Act 1979; or

7.2.4 supply of defective Goods, to the extent that it is not possible to exclude or limit its Liability under Part I of the Consumer Protection Act 1987; or

7.2.5 any other Liability which cannot be excluded or limited by applicable law.

7.3 Subject to the Condition 7.2, EuSP shall not have any Liability in respect of any: (a) indirect or consequential losses, damages, costs or expenses; (b) loss of actual or anticipated profits; (c) loss of contracts; (d) loss of use of money; (e) loss of anticipated savings; (f) loss of revenue; (g) loss of goodwill; (h) loss of reputation; (i) loss of business; (j) loss of operation time; (k) loss of opportunity; or (l) loss of, damage to or corruption of, data; whether or not such losses were reasonably foreseeable or EUSP or its representatives had been advised of the possibility of the

losses being incurred. For the avoidance of doubt, (b) to (l) apply whether the losses are direct, indirect, consequential or otherwise.

7.4 Subject to the Conditions 7.2 and 7.5, the total Liability of EuSP arising out of or in connection with all claims (in aggregate) shall be limited to 110% of the aggregate of:

7.4.1 the total sums paid; and

7.4.2 the total other sums payable; and

7.4.3 the total other sums that would be payable, or would have been payable, under the Contract should EuSP perform or have performed its obligations under the Contract;

in each case by the Buyer to EuSP under the Contract in respect of the particular Goods for which there are such claims.

7.5 Subject to the Condition 7.2, where EuSP has Liability for a defect in Goods or parts of Goods purchased by EuSP from a third party other than a parent or associated company, EuSP's maximum Liability shall be the amount received by EuSP in settlement of the liability of EuSP's supplier.

7.6 Subject to the Condition 7.2, unless otherwise agreed in writing, EuSP's only Liability for repairs and after-sales service performed by or on behalf of the Buyer or EuSP in accordance with EuSP's warranty or guarantee or these Conditions shall be to pay the Buyer such sum and to supply such parts (if any) at EuSP's cost as may have been agreed with the Buyer.

7.7 "Liability" means liability in or for breach of contract, breach of duty, negligence, misrepresentation, restitution or any other cause of action whatsoever relating to or arising under or in connection with the Contract, including liability expressly provided for under the Contract or arising by reason of the invalidity or unenforceability of any term of the Contract (and for the purposes of this definition, all references to the "Contract" shall be deemed to include any collateral contract).

7.8 To the fullest extent permitted by law, these Conditions set out the entire Liability of EuSP to the Buyer in respect of lost, damaged, defective or late Goods and shall apply in lieu of all conditions, warranties or obligations which would otherwise be implied by statute, common law or otherwise.

8. Force Majeure

8.1 EuSP shall not have any Liability for any breach, hindrance or delay in performing the Contract attributable to any cause beyond its reasonable control including any act of God, actions or omissions of third parties (including hackers, suppliers, couriers, governments, quasi-governmental, supra-national or local authorities), insurrection, riot, civil war, civil commotion, war, hostilities, threat of war, warlike operations, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions, national emergencies, terrorism, nuclear, chemical or biological contamination or sonic boom, piracy, arrests, restraints or detentions of any competent authority, blockade, strikes or combinations or lock-out of workmen, epidemic, fire, explosion, storm, flood, drought, adverse weather conditions, loss at sea, earthquake, natural disaster, accident, collapse of building structures, failure of plant or machinery or third party computers or third party hardware or vehicles, failure or problems with public utility supplies (including general: electrical, telecoms, water, gas, postal, courier, communications or Internet disruption or failure), shortage of or delay in or inability to obtain supplies, stocks, storage, materials, equipment or transportation ("Event of Force Majeure"), regardless of whether the circumstances in question could have been foreseen.

8.2 EuSP's obligations shall be suspended during the period that the circumstances persist and it shall be granted an extension of time for performance equal to the period of the delay.

8.3 If EuSP's performance is delayed, the Buyer shall nevertheless accept performance as and when EuSP shall be able to perform.

8.4 If EuSP has contracted to provide identical or similar Goods to more than one buyer and is affected by an Event of Force Majeure, EuSP may decide which contracts it will give priority and to what extent.

9. Breach or Insolvency Events

9.1 If:

9.1.1 the Buyer is in breach of any term of a Contract; or

9.1.2 the Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt

or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or

9.1.3 an encumbrancer takes possession, or a receiver is appointed of any of the property or assets of the Buyer; or

9.1.4 the Buyer ceases, or threatens to cease, to carry on business; or

9.1.5 the Buyer is unable to pay its debts as they fall due within the meaning of Section 123 of the Insolvency Act 1986; or

9.1.6 an equivalent event occurs in another jurisdiction; or

9.1.7 EuSP reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly; then without prejudice to any other right or remedy available to it, the Buyer's authority to resell the Goods under Condition 5.3 shall be automatically revoked and EuSP shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer immediately upon notice to the Buyer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

10. Notices

10.1 Any notice required or authorised to be given under the Contract shall be in writing and may be served by personal delivery or by recorded delivery letter (if to an address in the same country) or by overnight courier or by facsimile addressed to the relevant party at its address stated in the Contract or at such other address or facsimile number as is notified by the relevant party to the other for this purpose from time to time or at the address or facsimile number of the relevant party last known to the other.

11. General

11.1 Unless a party expressly states in writing that it is waiving a particular power, right or remedy in a particular stated instance, no failure or delay or omission by either party in exercising any power, right or remedy under the Contract or at law shall operate as a waiver of such power, right or remedy; and no waiver in any particular instance shall extend to or affect any other or subsequent event or impair

any powers, rights or remedies in respect of it or in any way modify or diminish that party's other powers, rights or remedies under the Contract or at law.

11.2 If any Condition or provision or part of any provision shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall in no way affect any other Condition or provision or part of any provision, which shall remain in full force and effect.

11.3 The Contract (and any non-contractual right or obligation arising out of or in relation to it) shall be governed by and construed in accordance with English law and the Buyer hereby submits to the exclusive jurisdiction of the English courts.

11.4 Nothing in these Conditions is intended to give any third parties any rights to enforce any term.

Castle Donington, 24th May 2012