

**EQUIPMENT SOLUTIONS EUROPE
IDS TERMS AND CONDITIONS**

1. Payment and Terms of Payment

If Buyer has requested either of the following Pre payment plans (a) by Cheque, (b) Bank Transfer, (c) Credit Card or through Parts Billing on the order form, and Seller agrees to sell pursuant to such plan, then Buyer shall pay the total purchase price shown on the invoice.

2. Title. Title to Equipment purchased by Buyer from Seller shall pass to Buyer upon Seller's receipt of all amounts owing by Buyer to Seller hereunder.

3. Risk of Loss. Seller shall be responsible for risk of loss until Equipment is delivered to the location set forth herein, at which time risk of loss shall be the responsibility of Buyer.

4. Acceptance and Inspection. Buyer shall be deemed to have accepted Equipment upon Seller's delivery. Equipment shall be deemed to have been delivered in good condition unless Buyer gives Seller notice to the contrary within 10 days after Seller's delivery.

5. Delays. Seller shall not be liable for any failure or delay in delivering Equipment, or for any failure to perform any provision hereof, resulting from fire, flood or other casualty, riot, strike or other labor difficulty, governmental regulation or other restriction, or any other cause beyond Seller's control.

6. Unconditional Obligation. Buyer's obligation to make payments to Seller or its assignee shall be absolute and unconditional and shall continue unmodified despite any loss, damage or other interruption in the use of Equipment. The obligation of Buyer to pay in full any amounts due under this contract shall not be subject to dispute, claim, counterclaim, defense or other right which Buyer may have to assert against Seller or the manufacturer of Equipment. Buyer acknowledges that: (a) Buyer has selected Equipment and all Tier 2 suppliers, and Buyer has determined Equipment's suitability and fitness for the Buyer's purpose, (b) Seller is not the manufacturer of Equipment, and (c) All Tier 2 suppliers issue their own warranty and performs the obligations under such warranty.

7. Warranty. THE MANUFACTURER'S WARRANTY SHALL BE BUYER'S EXCLUSIVE REMEDY, RECOURSE OR DAMAGE FOR ANY DEFECT IN WORKMANSHIP OR MATERIAL OR ANY FAILURE OF THE EQUIPMENT. SELLER MAKES NO WARRANTIES, REPRESENTATIONS, INDEMNITIES OR GUARANTEES WHATSOEVER WITH RESPECT TO EQUIPMENT EITHER EXPRESS OR IMPLIED, ARISING BY LAW OR CUSTOM, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE LIABILITY OF THE SELLER SHALL BE LIMITED TO EXPRESS OBLIGATION TO DELIVER THE EQUIPMENT. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE OR RESPONSIBLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, WHICH BUYER MAY INCUR, EXPERIENCE OR CLAIM, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR LOSS OF PROFITS, INTERRUPTION IN BUSINESS, LOST OPPORTUNITY, WORK STOPPAGE OR OTHER IMPAIRMENT OF ASSETS, ARISING OUT OF BREACH OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY, IN TORT OR OTHERWISE, ON ACCOUNT OF ENTERING INTO OR RELYING ON THIS AGREEMENT, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. Freight and Taxes. IDS Standard Kit includes freight costs to the markets as AGREED with Ford of Europe. Applicable taxes and Non-EU markets import costs will be (a) added to the final invoice and will be borne by the Buyer or (b) paid directly by the buyer upon import. All optional Equipment is subject to appropriate importation costs and applicable taxes, which are the responsibility of the buyer.

9. Security Interest. Buyer hereby grants to Seller a continuing security interest in the Equipment, including all products and proceeds thereof, until all amounts due hereunder are paid. Buyer agrees to execute, and pay filing fees for, any financing statement or other documents deemed necessary by Seller to maintain a valid security interest in the Equipment.

10. Maintenance. Buyer shall use the Equipment carefully and properly. Buyer, at Buyer's own expense, shall maintain and repair all items of the Equipment in order to keep them in good order and condition and, in particular, shall comply fully with the maintenance, operating, usage or other instructions provided by the manufacturers. Buyer authorises Seller, or any third party appointed by Seller, to inspect the Equipment when necessary. Buyer shall at all times keep the Equipment free and clear of all liens, charges or encumbrances.

11. Personal Property. The Equipment (including the software) shall be kept at Buyer's premises and shall remain personal property regardless of how and to what degree it may be affixed or attached to any structure or what may be the consequence of its removal from Buyer's premises. Buyer shall not encumber the Equipment (including software) until all amounts owing to Seller hereunder are paid. In addition, Seller grants to Buyer, and Buyer accepts, a nonexclusive license to use the Equipment (including the software) in accordance with the terms and conditions set forth herein. The license (and Equipment) shall not be leased, sold, assigned or otherwise transferred, in whole or in part. In the event Buyer proposes to lease, sell, assign or otherwise transfer the Equipment (and/or its software), in whole or in part, to any person or entity. For software terms and conditions refer to the IDS software.

12. Insurance and Indemnification. Buyer shall defend, indemnify and hold harmless Seller from and against, and at Buyer's own expense provide insurance satisfactory to Seller covering any and all losses, damages, claims, expenses and other liabilities (including attorneys' fees) relating to or arising out of: (i) damage, loss, theft or destruction of the Equipment, or (ii) death, injury or property damage connected with the use, operation or condition (including without limitation, defects whether or not discoverable by any party) of the Equipment. Buyer shall promptly notify Seller of any such claim. Seller shall have the right to participate, at its own expense, in any proceeding for which Buyer has undertaken the defense of Seller, and in no event shall Buyer settle any claim against Seller without Seller's prior written consent. Buyer shall provide evidence of such insurance to Seller upon demand. Seller is under no obligation to examine any insurance certificate or advise Buyer that its insurance does not comply with the requirements set forth herein. The losses covered by insurance shall in all cases be payable to Seller and Buyer as their interests may appear. If Buyer fails to insure the Equipment as herein provided, Seller may, but is not obligated to, place such insurance upon the Equipment and the Buyer agrees to pay to Seller on demand the premiums for such insurance placed by Seller. In no event shall any insurance coverage be deemed to limit or replace Buyer's obligation to indemnify Seller as provided herein.

13. Default. In the event that Buyer: (a) fails to pay any amount due hereunder within ten (10) days of the due date, (b) fails to comply with any other provision hereof, (c) files, or if there is filed against Buyer, any petition under any bankruptcy or insolvency laws or suffers the appointment of any trustee or receiver for all or any part of Buyer's business or assets, or (d) has any assignment (voluntarily or involuntarily), lien, attachment or levy issued against the Equipment (unless such petition, assignment or appointment, lien, attachment or levy is withdrawn or nullified within twenty (20) days) then Buyer shall be in default hereunder and all of Buyer's indebtedness and obligations to Seller shall, at Seller's option, become immediately due and payable, and Seller may, at its option, terminate this contract and repossess any and all items of Equipment with or without legal process and sell the same at private or public sale without prior notice to Buyer to the extent permitted by law. Upon request, Buyer shall deliver the Equipment to Seller at a place designated by Seller. Repossession and/or sales of the Equipment upon such default shall not affect the Seller's right to retain all payments made prior to repossession or to recover the balance due hereunder for any deficiency. Buyer shall reimburse Seller all costs of collection, repossession and resale (including reasonable attorneys' fees, court costs and other expenses incurred by Seller). Buyer hereby releases Seller from any liability for damages resulting from repossession hereunder. The rights and remedies of Seller, in the event of default, herein mentioned shall not be deemed exclusive but shall be cumulative and in addition to all other rights and remedies existing under law, and may be enforced successively or concurrently. Waiver by Seller of any default shall not be deemed a waiver of any other default.

Incoterms. All trade terms shall be construed in accordance with Incoterms 1990 (International Rules for the Interpretation of Trade Terms) or subsequent revisions and amendments thereto.

General. This contract constitutes the entire agreement between the parties and may not be changed except by an instrument in writing signed by the party to be charged. Seller may assign this contract at any time but shall not thereby be relieved from any liability hereunder. In the event that one or more clauses of this contract are found to be unenforceable, illegal or contrary to public policy by court of competent jurisdiction, the remainder of this contract shall remain in full force and effect except for the unenforceable, illegal or other provisions.

Place of Performance, Jurisdiction, Applicable Law

All contracts for the supply of IDS Products and Equipment are governed by English law. The English courts shall have exclusive jurisdiction as regards any dispute.

Miscellaneous

Previous sales and delivery conditions of the Supplier shall be replaced by these IDS terms and conditions.

The partly or total invalidity or unenforceability of one or several sections or provisions of these IDS terms and conditions shall have no effect on the validity or enforceability of the remaining sections or provisions.