

1 - Scope of Application

These General Conditions of Sale for Services and Related Sale of Products (hereinafter referred to as the "General Conditions") apply to all services performed to appraise, maintain and/or restore Buyer's equipment to a condition of effective operation, as well as to the commissioning of equipment, consulting and/or auditing (hereinafter referred to as "Services") and to all related sales of products, components and software (hereinafter referred to as "Products"). Buyer's equipment that is the subject of the Services is hereinafter referred to as the "Equipment". The General Conditions will apply to all quotations and/or offers made by Seller, and are an integral part of all orders for Services or Products. "Seller" means Nidec Industrial Automation UK Ltd or any Seller Affiliate performing Services or selling Products on its behalf. "Buyer" means the person, firm, company or corporation purchasing Services or Products; "Seller Affiliate" means any company which is for the time being directly or indirectly controlled by the ultimate parent company of Seller. The acceptance by Buyer of Seller's quotations or estimates or by Seller of any order (i) entails the acceptance without reservation of these General Conditions and (ii) supersedes all contrary provisions shown in any other document; in particular, in Buyer's order form and Buyer's General Conditions of Purchase.

A - PROVISIONS GOVERNING THE SALE OF PRODUCTS

2 - Orders

Seller reserves the right to effect minor modifications and/or improvements to the characteristics of its Products before delivery of the Services and/or Products without notice to Buyer, provided that the performance of the Services and/or Products are not adversely affected and that neither the order price nor the delivery date are affected. Buyer may specify the characteristics on which its commitment is contingent; however in the absence of any such specification, Buyer may not refuse delivery of modified and/or improved Products. Seller will not be held liable for an unsatisfactory selection of Products if said selection results from Buyer's indication of conditions of use that are incomplete, erroneous, or not disclosed to Seller by Buyer.

Unless previously withdrawn, Seller's quotation and/or offer is open for acceptance within the period stated therein or, when no period is so stated, within thirty (30) days after its date. Where Buyer requires the Products to comply with standards, specific regulations and/or to be received by control and inspection agencies, Buyer's price request or order must be accompanied by the technical specification, and any terms and conditions that Buyer requests Seller to comply with. Buyer's specifications and any terms and conditions will only apply if (and to the extent) they are accepted by Seller in writing in Seller's quotation and/or offer. All costs arising out of or in connection with Seller's compliance with Buyer's specifications or terms and conditions will be borne by Buyer.

B - PROVISIONS GOVERNING THE SERVICES

3 - Orders

Except in the case of urgent on-site repair work, Seller will send Buyer a quotation for Services which Buyer must accept in writing. By placing an order for Services during the option period indicated in Seller's quotation, Buyer will be deemed to have accepted Seller's quotation. Seller will submit the quotation to Buyer once Seller has examined the Equipment on Buyer's (or the end-user's) premises and/or in Seller's and/or Seller Affiliate's workshops. Seller will not be liable for the Equipment's failure to function properly in the event Buyer accepts only part of the Services to be performed and/or parts to be replaced, as defined in Seller's quotation, Seller will Notify Buyer of any additional work required which was not included in the initial quotation, and Seller will send an additional quotation in this respect to Buyer for approval. Seller will not be liable for the Equipment's failure to function properly in the event Buyer refuses to place an order for the additional work. Buyer accepts that quotations communicated to Buyer prior to examination of the Equipment by Seller are indicative only and are therefore not binding on Seller.

Any oral request by Buyer for urgent Service work to be performed must be confirmed immediately thereafter in writing. The oral request will be treated as an order, expressly authorising Seller and/or Seller Affiliate to perform all of the Services that are required to restore the Equipment to proper functioning. Buyer will be bound by the nature and the cost of the repairs made, even in the absence of Buyer's written confirmation of the order.

4 - Conditions for Performance of Services

If Seller and/or Seller Affiliate are required to remove, re-install and/or commission the Equipment on the Buyer's (or end-user's) premises, Seller and Buyer will mutually agree on the conditions and timeframes in which Seller's and/or Seller Affiliate's personnel will perform work on Buyer's (or end-user's) premises.

Prior to the execution of any Services, Buyer must provide Seller and/or Seller Affiliate with detailed written health, safety and personal security instructions and procedures, which are applicable to Seller and/or Seller Affiliate's personnel visiting Buyer's (or end-user's) facilities and premises.

Buyer and Seller will jointly inspect the premises where Services will be performed, in order to evaluate the facilities, and the accessibility and availability of the Equipment to Seller's and/or Seller Affiliate's personnel. Seller will communicate all information needed to prevent accidents, notably, the description of the work to be performed, the materials used and the procedures, if these have an impact on workplace health and safety. If the Services could potentially create special risks to Buyer's premises, Buyer and Seller will reach an agreement on a prevention plan defining the measures that must be taken by each of them to prevent these risks. Regardless of the circumstances, Buyer must take all reasonable measures to make it possible for the Services to be performed in a safe manner (modifications to the site, safety equipment, etc.) and issue Seller a written authorisation to perform Services on site prior to the commencement of said Services.

Buyer must make available to Seller's and/or Seller Affiliate's personnel:

- one or more parking space(s) for its vehicles at the point closest to where the Services are performed;
- locked or guarded closets, located at the point closest to where the Services are performed, ensuring protection from theft and damage to Seller's and Seller Affiliate's materials, tools and clothing;
- a qualified member of Buyer's personnel along with the appropriate equipment or devices required for the removal, re-installation and commissioning for the Equipment; Buyer agrees that Seller's personnel cannot be compelled to use devices or equipment that require a special qualification;
- appropriate level of lighting required on the premises where the Services are performed;
- energy, oil, water, compressed air, fittings and devices needed for making adjustments to, setting up and testing the Equipment; and
- personal and collective protection equipment, against the special risks to which Seller's and Seller Affiliate's personnel are exposed (harnesses, masks, etc.)

Seller's and/or Seller Affiliate's personnel reserve the right to refuse to perform any Services if they are not satisfied with the health and safety conditions and/or if they deem the resources made available to them on the premises are insufficient.

If Seller or Seller Affiliate is temporarily delayed or prevented from performing any of its obligations under the order due to the acts or omissions of Buyer or the end-user, Buyer agrees that Seller may sub-contract the performance of the Services.

5 - Acceptance/Commissioning

The Equipment will be deemed accepted following the commissioning of Products into the Equipment on the Buyer's (or end-user's) premises, and Seller has issued a service report, which Buyer must sign acknowledging the Equipment is accepted and functioning properly. Buyer will be deemed to have accepted said Equipment if the service report has not been signed within ten (10) calendar days from the date of the commissioning of the Equipment, unless Buyer has to the contrary expressed its reservations in writing.

Commissioning of the Equipment is solely limited to the Equipment and will not be extended to include the environment in which it is used (driven machines, manufacturing lines, etc).

C - COMMON PROVISIONS

6 - Sales to the Nuclear Industry

UNLESS OTHERWISE AGREED TO IN WRITING BY BOTH PARTIES AND COMBINED WITH AN EXECUTED NUCLEAR INDEMNIFICATION AGREEMENT, THE PRODUCTS AND SERVICES PROVIDED HEREUNDER ARE NOT SOLD OR INTENDED FOR USE IN NUCLEAR OR NUCLEAR-RELATED APPLICATIONS. Regardless whether Buyer is the owner/operator of the nuclear facility, Buyer (i) accepts the Products and Services in accordance with the foregoing restriction, (ii) agrees to communicate such restriction in writing to any and all subsequent purchasers or users for whom the Products and Services are intended, and (iii) agrees to defend, indemnify and hold harmless Seller and Seller Affiliate(s) from any and all claim, loss, lawsuit and any liability, judgement and damages, including incidental and consequential damages, arising from use of the Products and Services in nuclear or nuclear-related applications, whether the cause of action be based in tort, contract or otherwise, including allegations that Seller's liability is based on negligence or strict liability.

7 - Prices

Prices may be revised without notice and are exclusive of (a) VAT and (b) any similar and other taxes, duties, levies or other like charges arising outside of the United Kingdom in connection with the performance of the order, which will be added to Seller's invoice.

Prices are either deemed to be firm for the period of validity specified in the quotation, or are subject to a revision formula pertaining to the Products and/or Services attached to the quotation and which specifies, according to the regulations, parameters pertaining to the materials, products, various services and salaries.

All additional costs, in particular, approval costs, specific checks, and moving, removal, reinstallation, commissioning and other expenses, will be invoiced as additional costs to the Buyer unless otherwise agreed.

8 - Payment Conditions

Payment must be made: (a) in full without set-off, counterclaim or withholding of any kind (save where and to the extent that this cannot by law be excluded); (b) in the currency of Seller's quotation within 30 (thirty) days of date of invoice unless otherwise specified by Seller's finance department; and (c) by cheque, bank transfer, bank draft or by electronic bill of exchange.

All early payment compared to the deadline fixed will give right to a discount of 0.2% (zero point two per cent) per month, of the amount concerned.

Payment means that the funds have been made available on Seller's bank account.

Without prejudice to Seller's other rights, Seller reserves the right to: (i) charge interest on any overdue sums at 8% (eight percent) above the base lending rate of the Bank of England (or such higher rate stipulated by applicable law) from the date when payment is overdue from Buyer until the date when payment is received by Seller and such interest will be calculated on an annual, compounded monthly basis; and/or (ii) suspend performance of the order in the event that Buyer fails or in Seller's reasonable opinion it appears that Buyer is likely to fail to make payment when due under the order or any other contract; and/or (iii) at any time require such reasonable security for payment as Seller may deem reasonable and/or (iv) terminate the order.

Failure to pay an invoice when due will trigger, after service of formal notice that has remained without effect, payment to Seller of a late payment penalty on the due date of the receivable, which will be applied to the amount inclusive of tax of monies owed if the invoice is subject to VAT (Value Added Tax), and as a minimum, a fixed sum of £40, as compensation for recovery costs and the suspension of pending orders.

The collection of said monies via litigation will entitle Seller to compensation for reasonable costs (including reasonable legal costs) in recovering the incurred debt in addition.

Moreover, subject to compliance with the statutory provisions in force, in the event of total or partial failure to pay any invoice or instalment whatsoever, regardless of the payment method used, all amounts that remain owed to Seller for any sale of Products or Services, regardless of the due date originally provided for, will immediately become due.

Notwithstanding any specific payment conditions agreed between Buyer and Seller, in the event of a decline in Buyer's credit rating, a payment incident, insolvency or bankruptcy of Buyer, Seller reserves the right to require:

- payment of Products in cash before despatch and payment of Services prior to performance, including as regards orders currently being performed;
- down payments to be made on placement of orders; and/or
- additional or different payment guarantees.

9 - Delivery

9.1 - Despatch of Products and Equipment:

Despatch of Products and Equipment is governed and defined in accordance with the latest version of ICC Incoterms.

Product or Equipment will be despatched in accordance with the conditions indicated in Seller's acknowledgement of order form. In the absence of an agreement on the despatch conditions, Products or Equipment will be made available in Seller's and/or Seller Affiliate's workshops or plant, including basic packaging.

Unless otherwise agreed, Products or Equipment will be transported at Buyer's risk. Regardless of the circumstances, Buyer is responsible for notifying the carrier, in the manner and within the timeframes stipulated by law, of any claim concerning the condition or number of packages received and for sending Seller a copy of this notification of claim at the same time. Failure by Buyer to comply with this procedure will release Seller from any liability. Regardless of the circumstances, Seller's liability cannot exceed the amount of compensation received from its insurers.

9.2 - Disposal of Equipment:

If, for any reason whatsoever, it was not possible for Seller or Seller Affiliate to perform Services on Equipment at Seller's or Seller Affiliate's premises, Seller will notify Buyer in writing to collect the Equipment within 8 (eight) calendar days. If Buyer requires the Equipment to be destroyed, it must sign and submit a "valid for destruction" form to the Seller. If Buyer does not collect the Equipment within eight (8) calendar days of Seller's written notice to collect, the Equipment will be deemed abandoned and Seller will be entitled to dispose of it by any means, and Buyer will not be able to oppose this without further notice to Buyer. Regardless of the circumstances, the risks of loss or damage will be borne by Buyer after Seller's written notice has been given.

9.3 - Delayed Delivery of Products or Equipment:

In the event that delivery of Products or Equipment is delayed for a reason not attributable to

Seller, they will be stored by Seller at Buyer's exclusive risk, at a charge of 1% (one per cent) of the total amount of the order per week, without any grace period, from when the storage of Products and/or Equipment commenced. Notwithstanding the foregoing, Seller will also be entitled, at Seller's discretion, (i) to freely dispose of Products or Equipment, or (ii) to agree with Buyer on a new delivery date, or (iii) to invoice all Products or Services for payment in accordance with the contractually agreed date and amount.

10 - Delivery and Service Times

Seller is only bound by the delivery or Services times indicated in Seller's acknowledgement of order form. These times only commence from the date of Seller's acknowledgement of order form, and are subject to the realisation of the conditions contained in the acknowledgement of order form, including, receipt of the down payment for the order, notification of opening of an irrevocable documentary letter of credit conforming in every way to Seller's request (in particular, with regard to the amount, currency, validity and licence), the acceptance of the payment conditions, as well as receipt of any guarantees requested, etc.

Time overruns will not give rise to damages and/or penalties in favour of Buyer.

Seller may suspend delivery times at will and without legal formalities in case of any breach of Buyer's obligations.

11 - Transfer of Risks and Title

Risk will transfer to Buyer as soon as Products and/or Equipment are made available, in accordance with the delivery conditions stipulated in Seller's acknowledgement of order form. Transfer of title will pass to Buyer upon delivery.

12 - Confidentiality

Each of the parties undertakes to maintain the confidentiality of all technical, trade, financial and/or other information received or learned during or prior to performance of the order from the other party or from the manufacturer of the Products or from a Seller Affiliate, whether orally, in writing or by any other means of communication ("Confidential Information").

The obligations imposed by this Clause 12 will not apply to any Confidential Information which either party can demonstrate: (i) is or becomes public other than as a result of a breach of any obligations of confidence; (ii) was lawfully obtained from a third party not under any obligations of confidence; (iii) was already known to a party before its disclosure other than as a result of a breach of any obligations of confidence. A party may disclose Confidential Information to the extent required by law, regulation or order of a competent authority to be disclosed by a party provided that the other party is given reasonable advance notice of the intended disclosure and a reasonable opportunity to challenge the same.

13 - Industrial and Intellectual Property

All results, data, studies, information or software, whether patentable or not, obtained by Seller or Seller Affiliate when an order is fulfilled will remain the exclusive property of Seller or Seller Affiliate, as appropriate.

Documents of any nature remitted to Buyer, with the exception of instruction and maintenance manuals, remain the exclusive property of Seller and must be returned to Seller upon request, even where Buyer has been invoiced for part of the cost of the study. Under no circumstances will said documents be disclosed to and/or used by any third party without Seller's prior written agreement.

14 - Cancellation - Termination of the Sale

Seller reserves the right, at its discretion and at will, without the need for any legal formalities, to immediately cancel or terminate the sale of Products or Services in the event of (i) failure by Buyer to pay any portion of the price when due, or (ii) in the event of breach of Buyer's contractual obligations. Any amount already paid, including down payments, will be kept by Seller as compensation without prejudice to Seller's right to claim damages.

15 - Warranty

15.1 - Warranty of Products:

Seller will make good, by repair or at Seller's option by the supply of a replacement part or parts, any defects which, under proper use, care and maintenance, appear in Products of Seller's or Seller Affiliate's manufacture and which are reported to Seller within 12 (twelve) calendar months from their delivery and which arise solely from faulty materials or workmanship under the conditions defined in Clause 15.3 below.

15.2 - Warranty covering Services:

Seller warrants Services, including parts and labour, for 6 (six) months from Product or Equipment being made available, or else, from the acceptance of the Services as defined in Clause 5 above, if applicable. Buyer's warranty rights will cease prematurely in the event Buyer fails to promptly notify Seller, by any means, of any defect in Services or if Buyer fails to take all reasonable measures to mitigate the defect in the Services.

15.3 - Conditions common to the warranty's application:

The warranty in Clauses 15.1 and 15.2 may only be triggered insofar as Products or Equipment have been stored, used and maintained in accordance with Seller's instructions and manuals. The warranty does not apply where the defect results, in particular, from:

- inadequate monitoring, maintenance or storage;
- normal wear and tear on the Products or the Equipment;
- servicing or modification of the Products or the Equipment by any third-party without Seller's prior written authorisation;
- abnormal use of the Products or use of the Products or the Equipment for a purpose other than that intended;
- faulty installation of the Products or Equipment on the premises of Buyer and/or the end-user;
- failure by Buyer to disclose the purpose or conditions of use of the Products or the Equipment;
- failure to use genuine spare parts for the Products; and/or
- a Force Majeure event.

Warranty is limited to the replacement or repair of the parts or Products deemed faulty by Seller's technical departments, or the correction of defects in Services, as the case may be.

Within the warranty period, as defined in Clauses 15.1 and 15.2, Buyer will request and Seller will approve and authorise in advance any return of defective Products or Equipment which must be despatched carriage paid, to the address given by Seller. If the Products or Equipment are not accepted under warranty, their return to Buyer will be invoiced to Buyer.

The warranty provided in Clauses 15.1 and 15.2 applies to Seller's Products or to Equipment that are made readily available and does not cover the de-installation and re-installation of said Products or Equipment in the equipment or systems into which they are mounted.

Repair, modification or replacement of any parts, Products, Equipment as well as the performance of Services during the warranty period may not result in the warranty period being extended.

The repair, modification or replacement of any parts, Products, Equipment as well as performance of Services which may be carried out at Seller's expense outside of the warranty period, will be construed merely as a business courtesy and will in no case constitute admission of any defects in parts, Products, Equipment or performance of Service.

To the fullest extent permitted by law, the foregoing constitutes Seller's sole warranty and Buyer's exclusive remedy for breach thereof and no representations, warranties or conditions

of any kind, express or implied, will apply as to satisfactory quality, merchantability, fitness for any particular purpose or any other matter with respect to the Products or Services.

16 - Liability

16.1 Seller's and Seller's Affiliate's combined maximum aggregate liability for any and all losses, liabilities, expenses (including legal expenses), damages, claims or actions incurred under or in connection with the order or any collateral contract between the parties, arising in or by virtue of breach of contract, tort (including negligence), misrepresentation, breach of statutory duty, strict liability, infringement of Intellectual Property Rights or otherwise, shall in no circumstances exceed: (i) £1,000,000 for loss of or damage to physical property, and (ii) in all other cases, the order price, in either case.

16.2 Notwithstanding any other provision of the order but without prejudice to Sub-clause 16.3, Seller shall not be liable under or in connection with the order or any collateral contract between the parties, for any: (i) loss of income; (ii) loss of actual or anticipated profits; (iii) loss of anticipated savings; (iv) increased costs of any kind; (v) loss of business; (vi) loss of contracts; (vii) loss of goodwill or reputation; (viii) loss of, damage to or corruption of data; (ix) claims of Buyer's customers or (x) any indirect or consequential loss or damage of any kind, howsoever caused and whether arising in or by virtue of: (i) breach of contract; (ii) tort (including negligence); (iii) misrepresentation; (iv) breach of statutory duty; (v) strict liability; or (vi) infringement of Intellectual Property Rights, whether or not such loss or damage was foreseeable or in the contemplation of the parties.

16.3 Nothing in the order or any collateral contract shall exclude or in any way limit Seller's liability (i) for fraud, (ii) for death or personal injury caused by Seller's negligence (including negligence as defined in the Unfair Contract Terms Act 1977), (iii) for breach of terms implied as to title by section 12 Sale of Goods Act 1979 or section 2 Supply of Goods and Services Act 1982, or (iv) for any liability to the extent that such liability may not be limited or excluded as a matter of law.

16.4 Buyer undertakes to hold harmless and indemnify Seller, Seller Affiliate and/or its insurers from any and all claims made by Buyer's insurers and/or any third party in a contractual relation with Buyer, in excess of the limit and for the exclusions listed above.

17 - Conformity of Sales with International Laws

17.1 Buyer agrees that all applicable import, export control and sanctions laws, regulations, orders and requirements, as they may be amended from time to time, including without limitation those of the United States, the European Union and the jurisdictions in which Seller and Buyer are established or from which Products or Services and/or other items may be supplied, and the requirements of any licences, authorisations, general licences or licence exceptions relating thereto will apply to its receipt and use of Products, Services and related technology. If Seller or Seller Affiliate should fail to receive any necessary or advisable licences, authorisations or approvals, even arising from inaction by any relevant government authority, or if any such licences, authorisations or approvals are denied or revoked, or if there is a change in any applicable laws, regulations, orders or requirements that would prohibit Seller or Seller Affiliate from performing the order, or would in the reasonable judgement of Seller otherwise expose Seller or Seller Affiliate to a risk of liability under such laws, regulations, orders or requirements if it performed the order, Seller and Seller Affiliate will be relieved without penalty of all obligations under the order. In no event will Seller or Buyer use, transfer, release, export or re-export any such Products, Services or related technology in violation of such applicable laws, regulations, orders or requirements or the requirements of any licences, authorisations or licence exceptions relating thereto.

17.2 Buyer agrees that it will not engage in any activity that would expose Seller or any Seller Affiliate to a risk of penalties under laws and regulations of any relevant jurisdiction prohibiting improper payments, including but not limited to bribes, to officials of any government or of any agency, instrumentality or political subdivision thereof, to political parties or political party officials or candidates for public office, or to any employee of any customer or supplier. Buyer agrees to comply with all appropriate legal, ethical and compliance requirements.

18 - Data Protection

Seller processes personal data in compliance with applicable privacy law in order to manage its relationship with Buyer. In accordance with applicable law on information technology and protection of personal data, Buyer has the right to examine, access, correct and/or object to personal data on legitimate grounds by writing to: informatiqueetlibertes.ials@emerson.com.

19 - Disputes

THESE GENERAL CONDITIONS AND ANY ORDER FOR PRODUCTS AND/OR SERVICES WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF ENGLAND AND WALES. ANY DISPUTE IN RELATION TO THE INTERPRETATION OF THESE GENERAL CONDITIONS OR THE EXECUTION OF AN ORDER FOR PRODUCTS AND/OR SERVICES WILL BE SETTLED BY THE EXCLUSIVE JURISDICTION OF THE COURTS OF ENGLAND AND WALES.