



General Terms & Conditions

1. Acceptance of Order

All orders from 'Purchaser' are accepted by Guardian Global Technologies Ltd, hereinafter referred to as 'GGT', and all shipments of Goods made on the condition that these Terms & Conditions, hereinafter referred to as the 'Terms', constitute the sole agreement between Purchaser and GGT for the supply of said Goods, and that these terms shall not be varied in any way save in writing by an executive director of GGT. These terms shall apply to the sale of all Goods whether or not a copy of the terms is supplied with or prior to the supply of said Goods. The issue of a purchase order number by Purchaser confirms acceptance of these terms.

2. Quotations

All quotations provided are valid for the period shown at the top of the quotation. The quotation number should be quoted on all purchase order(s) issued by Purchaser. Quoted prices include special service tools (but not standard hand tools) and Ready Box Kits. Quoted prices do not include VAT (when applicable) delivery or packing.

3. Price & Delivery

The price charged for Goods shall be that shown on an applicable quotation, provided that Purchaser issues a purchase order within the period of validity of the quotation. If the valid period of the quotation has expired then the price charged shall be the price applicable on the day of dispatch. All prices are quoted net of any taxes and other charges which may be levied against the goods, such charges always remaining the responsibility of Purchaser.

Any discrepancies in the order confirmation should be communicated to GGT not more than seven days from the date of the order confirmation. GGT reserves the right to make reasonable charges in the event that Purchaser changes an order after this period. The amount of such charges shall be solely decided by GGT and shall cover materials and supplies ordered to fulfil the order but subsequently not used and an amount to cover any work carried out on the order.

GGT will make every attempt to comply with the dispatch date given in the applicable quotation for Goods, but shall not be liable for any direct, consequential or incidental loss by purchaser, in the event of late or non-delivery. Late delivery shall not confer on Purchaser the right to repudiate the contract to purchase the Goods, unless the Goods remain un-delivered for a period from the date of receipt by GGT of Purchaser's purchase order in excess of three times that quoted for delivery or such other period as agreed between the parties. In the event that Purchaser wishes to cancel an order goods outstanding for a period greater than three times that quoted for delivery, a written request for cancellation must be submitted to GGT.

Notification of damage or shortage should be made to GGT in writing within seven days of the date of delivery. Notice of non-delivery should be made within ten days of the date of dispatch note.

4. Cancellation and Variation of Order

An order may be cancelled only with the written agreement of GGT and upon payment by Purchaser of reasonable charges to covers costs incurred by GGT in execution of the order, to include an appropriate amount for profit by GGT.

An order may be varied only with the agreement of GGT and the placement by Purchaser of an order to cover all costs of the variation.

5. Payment

Standard payment terms for holders of approved credit accounts for the sale of equipment are 25% deposit with purchase order and the balance on 20 days net from date of invoice. GGT reserves the right to charge interest at a rate equivalent to the HSBC base rate plus 5% from five days after the account is due until the date of payment. The requirement for a deposit may be waived at the discretion of a director of GGT. Payments for equipment rentals are due in full prior to the applicable period of rental.

Purchasers without a credit account shall provide full payment of funds with order and GGT shall be under no obligation to perform any work in execution of the order until such cleared funds are received.

A guaranteed letter of credit underwritten by a major UK bank is acceptable as payment. All charges in executing the letter of credit shall be met by Purchaser.

At GGT's sole discretion, requirement for full payment by non-account holders may be waived and replaced by an advance deposit payment (normally 50%).

Any discount offered shall be withdrawn if payment for the discounted invoice does not reach GGT by the due date shown on the invoice.

Any account holder who fails to pay a correctly submitted invoice within 90 days, or who fails to notify GGT's Accounts department of any cause of non-payment within a reasonable time will be required to pay in advance of shipment for future orders until such time as good credit is re-established.

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6. Title & Risk

Title in Goods shall pass to Purchaser only on receipt of full payment for Goods supplied under any and all orders. Risk shall pass to Purchaser upon delivery of Goods to carrier.

7. Specification

The Goods shall be supplied to specification as per GGT technical documentation and data sheets and any other applicable documents signed by an executive director of GGT. Any claim for non-conformance must be given in writing by Purchaser within 14 days of receipt of Goods.

8. Safety & Use of Equipment

It is recognised that the Goods may be used in a hazardous and dangerous environment over which GGT has no control. Purchaser agrees that all persons using equipment shall be suitably and properly trained both in general oil-field safety and the safe use, maintenance and operation of the Goods.

9. Use of Manuals and Technical Documentation

Manuals and other technical documentation supplied with the Goods may contain proprietary and confidential information. Purchaser may make a reasonable number of copies of documentation for use only by Purchaser's personnel in operations and maintenance of the Goods, but otherwise may not copy, store, reproduce or transmit by electronic or any other means any part of any documentation supplied with or in connection with the Goods. Purchaser agrees to treat all documentation in an appropriate manner and not to allow access to any of the information by a third party without the prior written consent of an executive director of GGT. Purchaser agrees not to reverse engineer any of the Goods nor to attempt to procure any third party to reverse engineer any of the Goods. Purchaser further agrees not to use any of the information provided by GGT in whatever form for the benefit of itself or any third party without the prior written consent of an executive director of GGT

10. Limit of Liability

The limit of liability of GGT for damages to Purchaser or damages brought by a third party against Purchaser or liability under warranty shall under no circumstances exceed the value of the contract.

11. Hold Harmless

Purchaser agrees to hold harmless GGT from all claims, suits, damages, costs and liabilities arising from purchase, possession, transport, use, maintenance or repair of the Goods, including the injury or death caused to any Purchaser or third party personnel occasioned or in any way connected with the Goods, including incidental and consequential losses.

GGT agrees to hold harmless Purchaser from all direct, but not incidental, consequential or third party claims arising from infringement of patent or intellectual property rights in connection with the design or manufacture of the Goods.

12. Warranty

GGT warrants its products to be free from defective workmanship or materials for a period of 1 year from date of shipment and to be in conformance to agreed specification in writing. As Goods may be put to a variety of uses by Purchaser over which GGT has no control, no warranty, either express or implied, is made in connection with fitness for purpose of the Goods. Purchaser shall satisfy himself that Goods are appropriate to meet his requirements. Any Goods which Purchaser claims to be defective within 1 year from date of delivery should be returned to GGT at Purchaser's expense and will, at GGT's discretion, be repaired or replaced free of charge. This warranty does not include items purchased by GGT for incorporation in the Goods and which are supplied with a lesser warranty, nor to any items supplied by purchaser for inclusion in Goods. All duties, taxes, shipping and other incidental costs associated with returning Goods to GGT and subsequently to Purchaser are for Purchaser's account.

Fragile items, such as scintillation crystals, accelerometers and photo-multipliers are only warranted to work on delivery to Purchaser. A list of items excluded from a full 1 year warranty is available on request. GGT reserves the right to reject any claim under this warranty should, in the opinion of a director of GGT, the Goods appear to have been tampered with or repairs attempted by persons other than GGT engineers. This clause does not exclude the competent repair and maintenance of equipment by a trained and experienced technician in the employ of or contracted to Purchaser.

Where Goods are supplied to Purchaser under a sub-contract manufacturing agreement for sale by purchaser to third parties, GGT shall warrant only that the Goods work on delivery to Purchaser.

13. Import Duties, Taxes & Export Restrictions

All customs duties, import taxes, local, withholding and any other tariffs or taxes shall be met by Purchaser. GGT shall have no liability whatsoever arising from the failure of Purchaser to pay such costs.

Purchaser shall obtain and prove to GGT the existence of all necessary import/export permissions prior to shipment of Goods by GGT. If taking delivery of Goods in the UK, Purchaser agrees not to export Goods to any territory where UK government regulations restrict the exportation of Goods or technology without first obtaining the necessary permissions.

14. Order of Priorities

Terms and conditions applicable to any purchase by Purchaser shall be applied in the following order:

1. Any specific terms offered in writing by GGT to Purchaser;
2. Specific terms noted on a GGT quotation or Order Confirmation;
3. These General Terms and Conditions;
4. Any terms specified in Purchaser's order or purchaser's general terms and conditions;

**MERLIN HOUSE, BRUNEL COURT, VILLAGE FARM INDUSTRIAL ESTATE, PYLE, BRIDGEND,
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Any conflict in terms and conditions will be resolved in the above order. Placement of an official order or issuing of an order number signifies acceptance by Purchaser of these Terms and Conditions irrespective of any clause to the contrary in Purchaser's order or terms and conditions of purchase.

15. Insurance, Packing & Carriage

Carriage, insurance and freight (CIF) shall be charged to Purchaser at cost plus a small administrative mark-up.

16. Force Majeur

GGT shall have no liability whatsoever to Purchaser in the event of non-fulfilment of the contract due to cause outside the control of GGT.

17. Manufacturing Files

GGT shall have no liability for losses or costs occasioned by errors, misprints, poor printing or other ambiguity in any manufacturing file, data or drawing supplied to GGT by Purchaser for the purpose of manufacturing items to Purchaser's design.

18. Rental / Lease Purchase Agreements

Purchaser agrees to indemnify GGT against loss or damage to the equipment from the time it arrives at Purchaser's location to the time it is returned to a GGT location.

During the period that the equipment is in the possession of Purchaser, Purchaser shall be liable for all damage or loss of the equipment, however caused. If the equipment, or any part of it suffers total loss, is lost-in-well or suffers damage, which in the opinion of GGT renders it irreparable, Purchaser shall pay the full replacement price to GGT prevailing at the time of loss or damage. If the equipment or any part of it remains in a well in excess of 60 days it shall be deemed to be lost and Purchaser shall be liable to pay the full replacement value within 20 days of invoice by GGT. Any discounts which would apply to the normal purchase of the equipment shall apply in the case of loss of the equipment. Once payment is received by GGT, title in the equipment shall pass to Purchaser.

Purchaser undertakes to notify GGT immediately the equipment or any part of it becomes lost-in-well or damaged in such a manner so as to make it potentially irreparable.

19. Insolvency & Chapter 11 Protection

GGT shall have the right to reclaim all Goods in the possession of the Purchaser in the event that Purchaser is the subject of a winding up petition, makes any arrangement with its creditors, is taken over by an official receiver or files for US Chapter 11 bankruptcy protection and Purchaser owes outstanding monies to GGT in respect of the supply of Goods at any time. Purchaser herein gives permission for GGT representative to enter Purchaser's premises to seize such Goods.

20. Jurisdiction & Waiver

This agreement shall be construed under the laws of England & Wales and Purchaser irrevocably submits to this jurisdiction.

Should any clause or part thereof within these Terms be held invalid it shall be considered severable and the remaining Terms and the remaining part of the clause shall be unaffected and shall not be considered invalid or unenforceable.

The failure of GGT at any given time to enforce any clause of these Terms shall not preclude it from subsequently enforcing that or any other clause.

Accepted By: _____
(Print Name)

Signature: _____

Company: _____

Position: _____

Date: _____

E&OE

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