



**TERMS AND CONDITIONS OF SALE
(Order Acknowledgment/Invoice)**

Seller: TML Investments Ltd t/a NDT Level 3 Services, Company Reg. No. 7310707 England
Buyer: Any client of the seller

1. Acceptance.

Seller's acceptance of buyer's purchase order is expressly made conditional on buyer's acceptance of the following terms and conditions of sale, which are in lieu of any additional or different terms contained in buyer's purchase order or other document or communication pertaining to buyer's order or the services. Buyer's assent to the terms and conditions contained in this document shall be conclusively presumed from buyer's acceptance of all or any part of the services or from payment by buyer for all or any part of the services. None of these terms and conditions may be added to, modified, superseded or otherwise altered, except by a written instrument signed by an authorized executive of seller. Failure of seller to object to any terms or conditions which may be contained in any document or form of buyer shall not be construed as a waiver of these conditions, nor as an acceptance of any such terms and conditions.

2. Payment Terms.

Payment terms are net thirty (30) days from the date of this invoice. Any payments not made within thirty (30) days of the date of this invoice shall be subject to a late payment charge of 2% per month (compounded) on the unpaid balance of any amount then passed due. If applicable, VAT will be charged at the current legal rate.

3. Taxes.

The quoted purchase price may be increased to the extent that Seller's cost of the service sold hereunder may be increased as a result of (1) any agreements, codes, or legislative enactments made or enacted pursuant to federal, state or municipal legislation; and (2) increase in the cost of labour or raw materials. In addition to paying the quoted purchase price, Buyer is solely liable for any excises, levies or taxes which Seller may be required to pay or collect, under any existing or future law, upon or with respect to the sale, purchase, delivery, storage, processing, use, consumption or transportation of any of the services covered hereby, and Buyer agrees to pay the amount thereof on the same terms as it shall pay the quoted purchase price.

4. Warranty.

Seller warrants that the services supplied under this invoice (the "Services") shall conform to the description stated on the invoice, and that any services supplied will be performed with due care and diligence in all circumstances. The foregoing warranty is seller's sole warranty with respect to these services. All other warranties, express or implied, are hereby disclaimed. Seller's liability for breach of warranty hereunder is limited solely to the replacement of the defective services, which shall be returned to seller; and the failure to give notice of a warranty claim within thirty (30) days from date of delivery shall constitute a waiver by buyer of all claims in respect to such services. The foregoing shall constitute the sole remedy of buyer and the sole liability of seller under this warranty.

5. LIMITATION OF LIABILITY.

Seller's liability to buyer, whether in contract, in tort, under any warranty, in negligence or otherwise, shall not exceed in any case the return of the amount of the purchase price paid by buyer and under no circumstances shall seller be liable for special, indirect or consequential damages. The price stated for the services is consideration for limiting seller's liability. No action, regardless of form, arising out of the transactions under this invoice may be brought by buyer more than one (1) year after the date of the invoice. Without limitation of the foregoing, in no event will seller be responsible or liable for (a) penalties or penalty clauses of any description, or (b) indemnification of buyer or others for costs, damages or expenses arising out of or related to the services.

6. Claims.

Claims by Buyer for shortages or errors in delivery must be made within five (5) days after the delivery of the Services.

7. Returns.

No Services shall be returned for credit without first obtaining written consent from an executive officer of Seller.

8. Shipment.

Buyer shall assume all risk of loss or damage upon delivery by Seller to the carrier at the point of shipment. Scheduled dates of delivery are determined from the date of Seller's acceptance of any order or orders placed by Buyer and are estimates of approximate dates of delivery, not a guaranty of a particular date of delivery. Seller shall not be liable for any damages caused by failure or delay in shipping the services described herein, if such failure or delay is due to any war, embargo, riot, fire, flood, accident, mill condition, strike or other labour difficulty, an act of Buyer, an act of God, an act of a governmental authority, transportation shortage or failure, inability to obtain sufficient fuel, labour, materials or manufacturing facilities, or any other cause beyond the reasonable control of Seller.

9. Security Interest.

Shipments, deliveries and performance of work by Seller shall at all times be subject to the approval of and requirements of the credit department of Seller, including the requirement that Buyer pay part or all of the purchase price in advance. Seller retains a purchase money security interest in all Services not paid for in full, notwithstanding that the services have been delivered to Buyer, and Buyer hereby authorized Seller to execute and file financing statements describing the Services, and other document which may be requested by Seller to evidence its security interest.

10. Cancellation.

Orders accepted by Seller are subject to cancellation by Buyer only upon the express written consent of Seller. Upon such cancellation and consent, Seller shall cease work and hold for Buyer all completed and partially completed articles and work in progress and Buyer shall pay Seller: for all work and materials that have been committed to and/or identified to Buyer's order plus a cancellation charge as prescribed by Seller, in addition to a reasonable profit to Seller on the entire contract.

11. Indemnification.

In addition to the foregoing, Buyer agrees to save and hold Seller harmless from any claims, demands, liabilities, costs, expenses or judgments arising in whole or in part, directly or indirectly, out of the negligence or lack of care by Buyer or Buyer's customers, agents, employees or invitees involving the use of the services supplied by Seller. This indemnification shall include all costs, lawyer's fees and other expenses paid or incurred by or imposed upon Seller in connection with the defence of any such claim.

12. Governing Law.

These terms and conditions and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes and claims) are governed by and construed in accordance with the law of England. The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes and claims). This shall be the sole and exclusive jurisdiction and venue for the purpose of adjudication of any rights and liabilities hereunder.

13. Default.

In the case of default or breach by Buyer in the performance of any or all of the provisions of this agreement, Seller may cancel any outstanding order from Buyer and declare all obligations immediately due and payable, and shall in addition have all remedies afforded by English law. Buyer shall in addition, be liable for Seller's expenses incurred in exercising any remedies available to it, including reasonable lawyer's fees and legal expenses. All unpaid obligations shall bear interest at the contract rate provided under terms of payment above.

15. Delay.

If Buyer requests deferral of deliveries, Seller's agreement to defer delivery shall not excuse Buyer from its obligation to pay for the services at the same times and in the same quantities as the original delivery schedule, including interest due pursuant to these terms and conditions. In addition to adhering to the original payment schedule, Buyer shall pay such storage charges as Seller may assess for storing the services awaiting delivery. If Buyer requests deferral prior to commencement of production, Seller may require progress payments in connection with expenses incurred.