

Bulldog Security Products Limited Terms and Conditions of Contract.

DEFINITIONS.

1. In these conditions:

- (i) "Goods" means the articles equipment or goods to which this document relates.
- (ii) "The Company" means Bulldog Security Products Limited and its parent associate or subsidiary companies or its servants or agents.
- (iii) "The Customer" means the purchaser of the goods from the Company or any person to derive title under him.
- (iv) "Location Service" means the service provided by Communications Direction Limited company no. 7814230 allowing The Customer to remotely connect to and locate the pinpointal tracker.

GENERAL.

2. All Orders are accepted and all contracts are made subject to the following terms and conditions provided that any special conditions in any quotation or order confirmation shall prevail to the extent that they are inconsistent with the following terms and conditions.

3. If the terms and conditions (whether special or general) of the Company shall be at variance or inconsistent with any printed conditions attached to the customers order then the terms and conditions of the company shall prevail and be effective notwithstanding any similar conditions otherwise applying to the Customer's Order.

4. A quotation of the Company does not constitute an offer by the Company to supply the goods and every acceptance of any quotation of the Company and every order by the customer in response to any quotation of the Company shall be deemed an offer by the customer to the Company and will not be binding on the Company until the Company has given its written confirmation of its acceptance of such Order. All publications, price lists and sales and technical information do not constitute offers by the Company.

5. A quotation without stated time limit is valid up to the thirtieth day after the date of it's issue and shall be deemed to have been withdrawn unless an order in respect thereof its placed within such period.

6. The placing of an order with Bulldog Security Products Limited constitutes an acceptance of these terms.

CANCELLATION OF ORDERS - Orders may only be cancelled with the company's written permission and those for goods made to special order can not be cancelled after acceptance by the company.

7. All prices are quoted nett and except in respect of a quotation or acceptance of an order where the price is expressly stated to be fixed for a specific delivery period, the company reserves it's right to alter it's quotation or order prices in respect of the goods by reference to the price ruling at the date of delivery of the goods by any additional sums as may from time to time be necessary to cover increases in the costs of the materials and/or labour (or any other factor effecting the cost of production or delivery) which may occur between the date of conclusion of the date of delivery.

SPECIFICATIONS AND DRAWINGS.

8. Statements concerning weights and dimensions drawings descriptions and other details supplied by the Company are only approximate. The Company shall retain the right of ownership and copyright in respect of all drawings, technical specifications, photographs and publicity material.

TERMS AND PAYMENTS.

9. All payments shall be made strictly 30 days nett from the date of invoice. Delays in the delivery date occurring through no fault of the Company shall not affect the payment becoming due. Payment shall be deemed to have been effected as soon as the corresponding amount has been credited to the company's bank account and has cleared. If payments are subsequently deducted or payment is refused as a result of

insufficient funds or other reason payment shall not be deemed to have been made when the funds were credited to the company's bank account.

10. Non compliance with the terms of payment shall constitute default without reminder. In the case of default the Company may charge interest at the rate of 2 per cent per month from the date upon which the payment falls due. In the event that the customer shall fail to fulfil the terms of payment in respect of any invoice the Company may in its sole discretion demand payment of all outstanding balances whether due or not and/or cancel all outstanding orders and/or decline to make further deliveries except on receipt of cash or satisfactory securities. Except where the laws relating to bankruptcy and liquidation provide otherwise the customer shall not be entitled to withhold or set off payment for goods delivered by virtue of any debt claim or allegation other than a valid claim made in respect of those goods under condition 15 below.

RETENTION OF TITLE

11. Until payment by the customer in full of the price and all other monies whatsoever payable to the Company in respect of goods (including any outstanding interest or delivery charges or other charges payable therefore).

(i) Goods supplied by the Company shall be at the Customers risk immediately on delivery to the Customer or into custody on the Customer's behalf and the Customer should therefore be insured accordingly.

(ii) Property in the goods supplied hereunder will pass to the customer when (a) the goods the subject of this Contract ; and (b) all other goods the subject of any other Contract between the Company and the Customer which at the time of the payment of the full price of the goods sold under this Contract, have been delivered to the Customer but not paid for in full, have been paid in full, together with any interest charges on the sums overdue.

(iii) Until full payment has been received by the Company the Customer shall hold the goods in a fiduciary capacity as Fiduciary Bailees and agents for the Company in a manner which enables them to be identified as the goods of the Company and the Customer shall immediately return the goods to the Company should its authorised representative so request. All the normal incidents associated with such a fiduciary relationship shall apply. The Customer shall not remove any marking or identification plate attached to the goods to aid its identification as property of the Company pending all sums due being paid as aforesaid in clause 11 (ii) above.

(iv) The Customer's right to possession of the goods shall cease if he does anything which would entitle an administrator or administrative receiver or liquidator to take possession of any assets or would entitle any person to present a petition for winding-up or if such a meeting called for the purposes of a members winding-up or if so required by the Company.

(v) The Customer grants to the Company an irrevocable licence to enter at any time any vehicle or premises owned or occupied by the Customer or in its possession for the purpose of repossessing and removing any such goods the property in which has remained in the Company in paragraph (ii) hereof. The Company shall not be responsible for and the Customer will indemnify the Company against any liability in respect of damage caused to such vehicles or premises in such repossession and removal being damage it was not reasonably practicable to avoid.

(vi) The Customer must ensure that if the goods are or become affixed to any other materials or goods they shall be capable of being removed without material injury to such other goods and take all necessary steps to prevent title to the goods from passing to the owner, lessor, lessee, licensor, licensee of such other goods. The Customer warrants to repair and make good any damage caused by the affixation of the goods to or their removal from any other goods and to indemnify the Company against all such loss damage or liability it may incur or sustain as a result of such affixation or removal.

(vii) The Customer shall insure and keep insured the goods against all commercial risks and otherwise to their full replacement value and Company's interest shall be noted on any such policy of Insurance. Such

Policy of Insurance shall be taken out with an Insurance Company of repute or such Insurance Company as the Company may nominate.

TIME OF DELIVERY.

12. Any time for delivery stated by the Seller will be an estimate only of the likely time required to effect delivery from the date of receipt by the Seller of full and final instructions. The Seller will make every reasonable effort to comply with such estimate but the Purchaser shall have no right to damages and or penalties or to cancel any contract with the Seller by reason only of any failure on the part of the Seller to meet any stated delivery time.

(i) The Seller will endeavour to comply with reasonable requests by the Purchaser for Postponement of any stated delivery date but shall be under no enforceable obligation so to do. In the event of any such postponement at the request of the Purchaser, the Purchaser shall pay to the Seller on demand all costs and expenses thereby incurred including a reasonable charge for storage thereby occasioned.

(ii) Where a quotation or acceptance of order specifies a delivery period but the Company is unable to complete the delivery without further information or details from the Customer and there is in the option of the Company delay on the part of the Customer in providing the information or details, then the Company may if it wishes give notice extending the delivery period.

13. Any date or period set out in a quotation or acceptance of order for the delivery of goods or any part of the shall not be of the essence of the contract and if the Company is prevented from delivering the goods at the time provided for delivery by reason of any cause outside its reasonable control (including but not so as to limit the generality of the foregoing fire, explosion, delay in supplies, plant breakdown, interference by labour, strikes or lockouts, or non availability of transport or materials) then the date of delivery shall be extended by the duration of the occurrence provided always that if in any case the delaying factor or factors shall have operated for a period of twelve weeks or more and shall still be operating the Customer may give written notice to the Company to terminate the contract in respect of those goods which still remain to be delivered under the contract.

14. Should despatch be delayed as a result of the default of the Customer then the Company shall both be entitled and obliged to ensure that the goods are properly stored at the Customer's risk and expense including the cost of insurance. Such obligation of the Company to store the goods is limited to a maximum period of twelve weeks and is without prejudice to any other rights or remedies that it may have under the contract.

15. The Customer must give notice in writing to the Company 7 days from the date of despatch in relation to any claims regarding damaged goods or shortages, such claims to be made in writing and to be subsequently confirmed in writing within 7 days of the date of despatch.

(i) The Company shall be entitled to decide whether to remedy any claims by repair or replacement of the goods or parts in question. In event of a dispute, the Company's decision shall be final.

(ii) Fair wear and tear and also damage to the goods or parts resulting from negligent or improper treatment or handling due to their modification by the customer and/or Third Parties are not the responsibility of the Company and these parts shall not be replaced by the Company.

BREACH.

16. If the Customer:

a) makes default in or commits and breach of any of its obligations (including as to payment of price to the Company) hereunder or of any special condition on the face of the contract of sale.

b) is involved in any legal or other proceedings in which it's solvency is in question or

c) is a company and any meeting is convened or resolution is passed or petition is presented (otherwise than for reconstruction or amalgamation) to wind up or a receivers appointed or

d) ceases or threatens to cease to trade or

e) causes serious doubts in the opinion of the Company as to the Customer's solvency or any other material fact which may come to the Company's attention.

Then in any such case the Company shall immediately become entitled (without prejudice to its other claims and rights under the contract) to suspend further performance on the contract for such time as it shall in its absolute discretion think fit or (whether or not such notice of suspension shall have been given) to treat the contract as wrongfully repudiated by the customer and forthwith terminate the contract and seek redress as so advised.

LIMITATION OF LIABILITY.

17 a) Subject to the provisions of paragraph (b) of this Condition it is expressly stipulated that in the event of any claim on any ground being made by the customer against the Company in respect of the goods or any matter arising from or in relation to the contract relating thereto the liability of the Company shall be limited (in respect of each claim or series of connected claims) to the invoice value of the goods and under no circumstances shall the Company be liable for loss or profit or any other consequential loss howsoever arising.

b) Notwithstanding any provision herein contained, nothing in these Conditions shall operate to be construed as operating to exclude or restrict any liability of the Company for death or personal injury resulting from the negligence of the Company or its servants or agents.

18. Defective goods must be returned to the Company at the Customers expense for examination, please note, the Company does not pay the cost of return postage. If defects are established to be due to faulty manufactural materials the goods will be replaced by the Company. No other warranty representation or condition (whether expressed statutory or implied) howsoever is made as to the goods and the Company does not accept and hereby excludes any liability for loss arising on any defect in goods without prejudice to paragraph 17 (b) above.

19. In the case of exported goods then in the event of tax payment export duty or additional charges being imposed upon the Company in connection with their delivery, the amount thereof shall be paid in full in the absence of alternative arrangements agreed between the parties and confirmed in writing.

20. All contracts shall be governed by English Law. In the event of a dispute whether of interpretation or otherwise as to the liability whether of the Company or the Customer arising out of the sale or use or operation of failure to operate the goods or of any part thereof the same shall be determined by the English courts of Law to whose non-exclusive jurisdiction the Company and the Customer hereby submit.

21. These conditions supercede all previous conditions of sale of the Company.

22. The failure of the Company to enforce at any time or for any period any one or more of these terms and conditions or of the terms and conditions on the face of the contract shall not be a waiver of those terms and conditions or of the right of the Company at any time thereafter to enforce each and every term and condition.

23. Due to continuing improvements, the Company reserves the right to change and amend the specification of the goods or the parts thereof referred to in whole or in part.

24. The Company draws the Customer's attention to the installation maintenance and operating instructions provided with the goods. Correct fitting instructions are included in all packaging and the Customer must acquaint itself with those instructions and draw these instructions to the attention of the people to whom it

sells or displays the goods. The Company shall not be liable for any injury or loss arising from a failure to draw these instructions to the attention of the Customer or a third parties attention.

25. If at any time one or more of the above conditions becomes in whole or in part illegal or unenforceable in any respect under any law the validity legality and enforceability of the remaining provisions thereof and of the other conditions herein shall not in any way be affected or impaired thereby.

26. The Company is not responsible for the Location Service The Company does not guarantee that the Location Service will always be available or function to an appropriate standard. The Company shall not be liable for any malfunction, short term or long term outage of the Location Service nor will The Company be liable for any direct or indirect loss resulting from the Location Service or its use.