

ACTUS INDUSTRIES LIMITED
TERMS AND CONDITIONS OF TRADING – APRIL 2009

1. Agreement

This contract is for the hire of equipment (the "Equipment") and the sale of goods (the "Goods") together with the services of engineers for the transportation, installation, removal, operation and maintenance of the Equipment and the Goods or for the provision of labour (the "Services") in each case as previously agreed between the parties.

2. Parties

The parties to this Agreement are (i) Actus Industries Limited, Unit 4, Fullers Yard, Sheephouse Road, Maidenhead, Berks SL6 8HA, UK (the "Company") and (ii) the person hiring the Equipment and/ or purchasing the Goods and Services (the "Hirer").

3. Confirmation of Order

Any order or instructions required to be given to the Company by the Hirer shall be given by them or their duly authorised agent in writing. The Company will not be liable for the consequences of any inaccuracies or misunderstandings resulting from any order or instructions by the Hirer not received by the Company in writing.

4. Delivery

The Hirer will acknowledge receipt of the Equipment and Goods and completion of the Services upon delivery. Shortages must be agreed and noted on the delivery document and any defects should be reported immediately to the Company. Risk in the Goods passes on delivery.

5. The Equipment

The Company endeavours to ensure that all equipment let on hire to the Hirer is sound and in good order and condition at the time of delivery to the Hirer but it shall be the responsibility of the Hirer to ensure that the Equipment is fully suitable in all respects including type and condition and that it is and remains satisfactory for the purpose of which it is hired. The Company may substitute the Equipment as it deems necessary in order to fulfil its

obligations. The Hirer shall be liable for any damage caused by the Hirer or the Hirer's sub contractors or agents.

6. Security of the Equipment

The Hirer undertakes to make all arrangements necessary to protect the Equipment from all risks including theft, fire and vandalism until its collection by or return to the Company and agrees not to sell, or relinquish possession, alter, repair or modify it in any way.

7. Insurance

The Hirer shall ensure that sufficient insurance is in place to cover the risks in paragraph 6 above and any direct or indirect consequential loss and shall on demand provide the Company with proof of the same. The Hirer shall effect sufficient public liability insurance to cover risk to person and property.

8. Consents and Approvals

The Hirer shall be responsible for ensuring compliance with any local authority, fire, health and safety or other regulations and applicable laws and for obtaining any necessary licences, consents, permissions and approvals for the provision of the Equipment and the Services including any access to or from the site.

9. Site Access, Conditions and Facilities

The Hirer is responsible for providing access to and from the site at which the Equipment is to be used. The Company will supply on demand all such technical information to enable the Hirer to provide or obtain such access and egress routes of suitable dimensions and load bearing capacity. The Hirer is responsible for ensuring the site is fully prepared, suitable and safe for the performance of the Services and shall indemnify the Company against all expenses, costs, claims, loss, damage or liability to which the Company may become liable or subject in performing the Services.

ACTUS INDUSTRIES LIMITED
TERMS AND CONDITIONS OF TRADING – APRIL 2009

The Company reserves the right not to attempt to traverse terrain, which in the opinion of the Company's senior engineer on site is not safe, or may lead to unacceptable damage to the Equipment. Should the Equipment fail to gain access due to adverse site conditions, this is the responsibility of the Hirer and contract monies due are deemed payable.

The Hirer shall be responsible for the safe operation of the Equipment and the Goods and will not use the Equipment outside the dates of hire set out in the hire agreement without the written permission of the Company.

10. Payment

The Hirer shall pay the agreed deposit upon making the order and all other charges and each instalment thereof on the due date in accordance with the agreed payment schedule without previous demand by the Company and the Company may charge the Hirer interest on any due and unpaid amounts at the rate of 4% per annum above the Bank of England base rate.

11. Tax and VAT

In addition to the hire charges, the Hirer shall if applicable pay VAT or any other tax on charges imposed by national or local government at the rate applicable to the hire in addition to the prices quoted.

12. Cancellation

The Hirer agrees that in the case of their cancellation of any event, which occurs before or after the Equipment has arrived on site, the Hirer will cancel in writing and reimburse the Company a percentage of the contract monies as set out below.

91 days or more prior to event date – no charge (excluding any non-returnable deposit)

Between 31 and 90 days prior to event date – 50% of contract money

Between 8 and 30 days prior to event date – 75% of contract money

7 days or less prior to event date – 100% of contract money.

If the Company, for any reason, is the cancelling party, the Company's liability shall be limited as set out in paragraph 14 below.

13. Termination

The Company may, without prejudice to its other rights and remedies, terminate this agreement in writing if the Hirer fails to take delivery of the Equipment or commits any breach of these terms and conditions or if in the Company's opinion the financial standing of the Hirer becomes unsatisfactory. If this agreement is so terminated, the Company shall be relieved of all liability under this agreement, but without prejudice to any claim or right the Company might otherwise have against the Hirer.

14. The Company's Responsibilities

If for any reason solely within the Company's control or in the event of breakdown which is wholly attributable to the Equipment or the Services which cannot be rectified such that the Company is unable to provide the Equipment so that the performance can take place the Company shall waive all right to further claim on any amount which may become due under this agreement related to the specific event at which the breakdown has occurred. Such waiver shall be the limit of the Company's liability in respect hereto and no claims for damages or consequential loss shall be accepted. Nothing in this clause shall have effect so as to exclude the liability of the Company in respect to personal injury claims due to the Company's negligence. Any failure or delay caused by circumstances outside of the Company's control is excluded absolutely.

15. Force Majeure

Neither party shall be in breach of this agreement, nor liable for any failure or delay in performance of any obligations under this agreement to the extent that such failure or delay arises from or is attributable to acts, events, omissions or accidents beyond

ACTUS INDUSTRIES LIMITED
TERMS AND CONDITIONS OF TRADING – APRIL 2009

such party's reasonable control, including but not limited to any of the following: acts of God, including but not limited to fire, flood, earthquake, windstorm or other natural disaster; war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions; terrorist attack, civil war, civil commotion or riots; nuclear, chemical or biological contamination or sonic boom; fire, explosion or accidental damage; extreme adverse weather conditions; collapse of building structures, failure of plant machinery, machinery, computers or vehicles; any labour dispute, including but not limited to strikes, industrial action or lockouts; non-performance by suppliers or subcontractors.

16. Ownership of Equipment and Goods

The Equipment remains at all times the property of the Company and the Hirer shall have no dealings with any interest in the Equipment or any part thereof. The Hirer will at all times keep the Equipment in his own care and possession but will allow the Supplier access to the Equipment and the Goods for the purpose of inspection, maintenance, repair, recovery or otherwise enforcing its rights. Ownership of Goods purchased passes only when full payment is received by the Company.

17. No Waiver

No failure or delay by the Company to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy, nor shall any single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

18. Assignment

This agreement shall not be assigned, sub-contracted, delegated or

transferred by either party without the prior written consent of the other party.

19. Governing Law

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.