

Star SB-20R Type G



Proposal Number: 19-5051A

Prepared for:

Date: 27 February 2019



Star SB-20R Type G

Star Micronics GB Ltd Proposal for MJB Precision Engineering

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Star SB-20R Type G

REF: SRT/JMS/SRT/19-5051A

27 February 2019

Dear [redacted],

Further to our recent discussions, please find herewith our offer price quotation for the Star CNC sliding headstock lathe model SB-20R Type G together with the selected LNS QLS80 S2 bar feeder to suit SB-20R Type G.

I trust this satisfies your initial requirements and I will contact you shortly to assess further progress.

For and on behalf of
Star Micronics GB Ltd

A handwritten signature in black ink, appearing to read "S R Totty".

Stephen Totty
Managing Director

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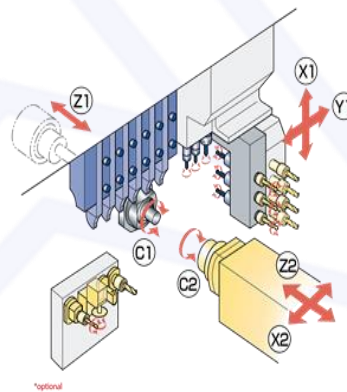
Star CNC Sliding Headstock Lathe model SB-20R Type G with FANUC Oi-TF controller and 8.4" colour LCD display.

SB-20R Type G Series is a highly specified entry level machine that benefits from switching between Guide Bush & None Guide Bush modes, with full overlap on subspindle with driven tooling front and rear.

Features

- Maximum machining capability of 22.2mm with oversize kit
- Flexible main platen with multiple tool layouts possible
- 4 station rear platen with full driven tool capability
- Fanuc Oi-TF control
- Fast Guidebush/Non-guidebush switching
- Program Memory 1Mb
- Maximum total number of programs 800 (HD1 & HD2)
- 3.7KVA Average power consumption

Kinematic Diagram





Star SB-20R Type G

| Star Machine | List Price |
|--------------|------------|
|--------------|------------|

3-off Star CNC Sliding Headstock Lathe model SB-20R Type G

Factory Fitted items

The below items are all factory fitted items included as part of the machine package

| Part No. | Qty | Description |
|----------|-----|--|
| 0M3-53 | 3 | MAIN SPINDLE R20 COLLET SLEEVE (F25 / 64) |
| 0M3-75 | 3 | SUB SPINDLE R20 COLLET SLEEVE (F25 / 64) |
| 0M1-11 | 3 | 4 SPINDLE DRILLING ARM SLEEVE HOLDER (CARTRIDGE TYPE) |
| 541-21 | 12 | BACK WORKING COMPACT DRILL UNIT ER16 |
| 0M1-03 | 3 | WEDGE TYPE 6 STATION TOOL PLATEN 12MM SQ |
| 0M1-51 | 3 | 5 SPINDLE CROSS DRILLING UNIT (2 x ER11) |
| 728-02 | 3 | RS232 INTERFACE PORT WITH COVER |
| | 3 | AUTOMATIC CENTRALIZED LUBRICATION UNIT |
| | 3 | BROKEN CUT OFF TOOL DETECTOR |
| | 3 | C AXIS CONTROL MAIN & SUB SPINDLE |
| | 3 | DOOR INTERLOCK SYSTEM |
| | 3 | DRIVE UNIT FOR REVOLVING GUIDE BUSH |
| | 3 | EARTH LEAKAGE BREAKER (RATED SENSITIVITY CURRENT 30MA) |
| | 3 | EXTERNAL WORK LIGHT |
| | 3 | LEVELING BOLTS & PADS |
| | 3 | MAIN SPINDLE AIR PURGE |
| | 3 | MAIN SPINDLE CLAMP UNIT |
| | 3 | OPERATION / ELECTRICAL / PARTS LIST MANUALS |
| | 3 | PARTS EJECTION DETECTION PROXIMITY SWITCH |
| | 3 | PNEUMATIC UNIT FOR MAIN & SUB COLLET CLAMP |
| | 3 | REAR 4 STATION TOOL POST |
| | 3 | REMOVABLE STAND ALONE COOLANT TANK |
| | 3 | SUB SPINDLE AIR BLOW UNIT |
| | 3 | SUB SPINDLE CLAMP UNIT |
| | 3 | TOOL KIT (1 SET) |
| | 3 | USB AND PCMCIA PORTS |
| | 3 | NC CONTROL MANUAL (CD ROM) |



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Basic Specification items

The below items are included within the machine package

| Part No. | Qty | Description |
|-------------------|-----|---|
| FIRETRACE 5KG | 3 | FIRETRACE CO2 FIRE SUPPRESSION SYSTEM WITH 5KG BOTTLE |
| 0G1-02 | 3 | 15MM OVERHANG TOOL ADAPTOR SUITS 12MM SQ SHANKS |
| 331-50 | 9 | CROSS MILL / DRILL UNIT ER16 |
| 571-61 | 2 | BACK WORKING MILL / DRILL UNIT ER16 |
| L14.022.025 + Z25 | 3 | BACK WORKING D STYLE GRAF TURNING HOLDER + BASIC BLOCK + 25MM SPACER (SUITS DC..11T3.. INSERTS) |
| R16.022.025 + Z25 | 3 | BACK WORKING GRAF THREADING HOLDER + BASIC BLOCK + 25MM SPACER (SUITS ER16.. INSERTS) |
| 421-27 | 12 | COUNTER FACE LONG DRILL SLEEVE ER16 (Ø22MM OD) |
| 0M4-12 | 3 | PARTS CONVEYOR |
| 424-24/AS | 3 | PARTS COLLECTOR STAND (INCLUDES 2 TRAYS) |
| 0T4-27 WD1 | 3 | 3 COLOUR STATUS BEACON WITH BUZZER |
| ISOFLEX NBU 15 | 3 | KLUBER GREASE (50GR) - LUBRICATION FOR POWER TOOL DRIVE GEARS |



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Selected equipment for the Star SB-20R Type G

| Part No. | Qty | Description | Price |
|--|-----|--|--------------------|
| SWARF SB-20RG | 3 | TURBO HB SWARF CONVEYOR (STANDARD LENGTH) WITH INTEGRAL TIMER + AIR HEADER + TIPPING BIN | £14,940.00 |
| A MIST 10SF | 3 | ABSOLVENT A.MIST 10SF (SUPPLIED WITH 3M FLEXIHOSE) | £16,275.00 |
| 0M4-69 | 3 | COOLANT PIPING FOR BACK ATTACHMENT (SUB FLUSH) | £3,345.00 |
| HFT SOFTWARE | 3 | HIGH FREQUENCY TURNING SOFTWARE - CHIP BREAKING FOR LINEAR AXES | £7,500.00 |
| | 1 | One part turnkey (as discussed in meeting) | £2,000.00 |
| | 3 | GP20-2000 HIGH PRESSURE UNIT 3 OUTLETS + SUB FLUSH | £34,500.00 |
| | 3 | LNS QLS80 S2 bar feeder to suit SB-20R Type G | £57,000.00 |
| Sub Total of Selected Equipment | | | £135,560.00 |

Star SB-20R Type G

Training



Star Operator Training

Operator training courses generally follow machine commissioning at your facility. Training courses can also be held at our Technology Centre in Melbourne, Derbyshire. Our Application Engineers will ensure your staff learn the most effective ways to set, run and control the machine(s) and accessories.

Star Programmer Training

Our experienced trainers will ensure trainees understand and adopt the best programming methods and cutting strategies that suit Star machines. Both novice and experienced CNC programmers will benefit from tuition from sliding head experts in an ideal learning environment.

The course content and duration varies depending on the machine model, basic training syllabus is as follows:

- Program Structure / Template
- Machine Kinematics & Co-ordinate System
- Tool Select Codes & Tool Offset System
- Star Command System (Star G Codes / Cycles)
- Fanuc Command System (Fanuc G Codes / Cycles)
- Machine Specific M Codes / Wait Codes

Your Training

As part of your machine package you will receive the following training (including any additional paid training days):

8 setter / operator training days

The training allocated within the machine package must be completed within 12 months of the installation. After this time training will be charged at current rates.

Additional training can be provided upon request at the rate of £650.00 per day, plus travelling and expenses.

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Delivery and Installation



Delivery

Our expert shippers will collect from Star GB deliver to your premises or site of your choice. The machines are offloaded using a HIAB crane and then usually skated into position in your factory. All pallets will be removed if required.

To guarantee a quick and efficient delivery please ensure there is ample access for the delivery vehicle.

Our shipper's operate two types of vehicle:
Wagon and drag @ 19m x 2.5m (62.5ft x 8.5ft)
Rigid lorry @ 11m x 2.5m (35ft x 8.5ft)

Installation

After all the required services are in place an experienced Installation Engineer will be provided to install and commission your machine(s). We allow up to 2 days for installation, which includes the engineer travelling to and from your site.

Your Delivery

DELIVERY CAN BE MADE BY END MARCH 2019

Delivery and siting is included within the package price providing "free access" is available between the unload point and the machine's final destination.



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Price Breakdown

| | |
|---------------------------------|-------------|
| Star SB-20R Type G | £271,780.00 |
| Additional Equipment & services | £135,560.00 |
| Delivery & Siting | £4,000.00 |
| Price | £411,340.00 |

Payment Terms

Machine purchase through an approved Finance Company paying 100% of value on delivery.

The final payment terms will be agreed on order and the payment options are negotiable, please discuss with your Area Sales Manager.

Prices:

All prices quoted are based on current exchange rates which are liable to change.

VAT:

To be added at rate ruling at time of delivery/invoice if applicable.

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Conditions of Sale

Warranty:

12 months unconditional parts and labour.

Validity:

The quotation is valid for acceptance for a period of 30 working days from the date hereon.

Notes:

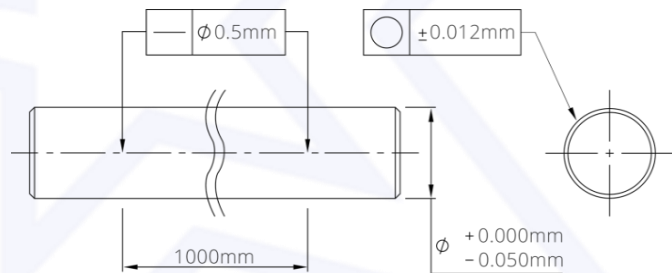
The customer is responsible for the supply of all hydraulic oils and cutting fluids and all elements of tooling necessary to conduct the training unless clear provision for the above has been made in this document.

Unless otherwise stated within the Order Acceptance the customer is responsible for all cutting tools, inserts, etc that will be required during the training period.

The Star GB Engineer will be proactive in assisting customers to produce a typical component or components during this time, providing the initial objectives of the planned training have been satisfied.

Customers should also note that the raw material quality for standard (non JBS) guide bush applications on Star sliding head machines is:

| | |
|--------------|--------------------------------|
| Straightness | 0.5mm per metre |
| Normal Size | Collet Size +0.000" -0.002" |
| Roundness | ±0.0005" |



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Terms & Conditions

1. General

These conditions of sale ("the Conditions") supplied by Star Micronics GB Limited of Unit 1, Riverlands Business Park, Raynesway, Derby DE21 7BZ ("the Company") to a purchaser ("the Buyer") shall be incorporated into each contract ("the Contract") made by the Company for the sale of the Company's goods ("the Goods") and services ("the Services") (both as set out in the Buyer's purchase order form, or the Buyer's written acceptance of the Company's quotation, or overleaf, as the case may be ("the Order")) to the Buyer. The Company contracts upon the Conditions and such other provisions as are agreed between the Company and the Buyer in writing. No conditions or terms of the Buyer nor any terms and conditions implied by trade, custom, practice or course of dealing shall apply to the Contract. No variation of any of the Conditions shall be effective unless in writing and signed by a duly authorised representative of the Company. This Contract constitutes the entire agreement between the parties. Any statement or representation written or oral made or given prior to the date of the Contract by the Company is hereby excluded unless expressly incorporated therein.

2. Quotations and Acceptances of Orders

2.1 The Order constitutes an offer by the Buyer to purchase Goods and/or Services in accordance with these Conditions.

2.2 The Contract shall come into existence only upon the confirmation of acceptance of any Order by the Company in writing and accordingly all quotations or tenders made and price or products lists supplied by the Company shall be treated as invitations to treat only.

2.3 Any quotation by the Company remains open for acceptance for 30 days from the date on which the Company sends the quotation to the Buyer unless the quotation specifically refers to an alternative period during which the quotation shall remain valid. If no quotation is rendered, the price set out in the Company's price list which is in force on the date the Goods are delivered shall apply.

3. Prices

3.1 Any price quoted by the Company is based upon costs current in pounds sterling or such other lawful currency of the United Kingdom from time to time as at the date of quotation. The price charged to the Buyer under the Contract may be changed to take account of costs current in pounds sterling at the date of invoice.

3.2 The price for the Goods shall be the price set out in the Order or, if no price is quoted, the price set out in the Company's published price list as at the date of delivery. The price of the Goods is exclusive of all costs and charges of packaging, insurance, transport of the Goods, which shall be paid by the Buyer when it pays for the Goods.

3.3 The charges for Services shall be on a time and materials basis:

3.3.1 the charges shall be calculated in accordance with the Company's standard daily fee rates;

3.3.2 the Company's standard daily fee rates for each individual person are calculated on the basis of an eight-hour day from [8.00 am to 5.00 pm] worked on normal working days; and

3.3.3 the Company shall be entitled to charge the Buyer for any expenses reasonably incurred by the individuals whom the Company engages in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Company for the performance of the Services, and for the cost of any materials.

4. Payment

4.1 Payment for the Goods and/or Services shall be due in accordance with the terms specified in the quotation delivered to the Buyer.

4.2 In respect of Goods, in the absence of terms being specified in the quotation or where no quotation has been given payment shall be due to the Company from the Buyer as to 20% of the full price for the Goods with order and as to 80% of the full price for the Goods within 30 days of the date of invoice of the Company to the Buyer for the Goods unless otherwise specified by the Company. In respect of Services, in the absence of terms being specified in the quotation or where no quotation has been given the Company shall invoice the Buyer monthly in arrears and payment shall be due to the Company from the Buyer within 30 days of the date of the invoice.

4.3 Without prejudice to the foregoing and any other rights and remedies which the Company may have the Company shall be entitled to charge interest on any amount which is overdue (as well after as before any judgement) at the rate of 4% per annum over the base rate of Lloyds TSB Bank prevailing from time to time during that period.

4.4 Time for payment shall be the essence of the Contract.

4.5 All amounts payable by the Buyer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time ("VAT"). Where any taxable supply for VAT purposes is made under the Contract by the Company to the Buyer, the Buyer shall, on receipt of a valid VAT invoice from the Company, pay to the Company such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.

5. Delivery and Risk

5.1 Delivery of the Goods shall be made ex works at the Company's premises in Derby unless otherwise agreed between the Company and the Buyer or specified in the Company's acceptance of the Order, and risk in respect of all Goods shall pass to the Buyer at the time of delivery. If no place for delivery is specified in such order or agreed, delivery of the Goods shall take place at the Company's premises immediately prior to loading of the Goods for despatch. Notwithstanding such delivery, property in and title to the Goods shall not pass to the Buyer except as provided in Clause 6. Time for delivery shall not be of the essence.

5.2 Delivery by the Company at a place other than as provided for in Clause 5.1 is subject to the Company's agreement and is undertaken on condition that adequate labour and facilities will be made available by the Buyer at the Buyer's expense to carry out prompt and safe unloading. If the Buyer shall fail to make available the adequate labour and facilities for unloading within a reasonable time, the Buyer shall be liable to the Company for all costs, charges and expenses incurred by the Company by reason of such failure.

5.3 Failure of the Company to deliver the Goods or any part thereof at any time or date specified by the Company for delivery shall not entitle the Buyer to treat the Contract as repudiated.

5.4 The failure of the Buyer to take delivery of the Goods or any part thereof or to pay for the Goods or any part thereof shall entitle the Company at its option to (without prejudice to its other rights and remedies):

5.4.1 treat the Contract as repudiated and the Buyer shall compensate the Company for any loss or damage consequent upon such failure on the part of the Buyer as aforesaid; and/or

5.4.2 store the Goods (on its own or any third party's premises) and charge the Buyer for its reasonable costs (including without limitation VAT costs of storage, carriage and insurance); and/or

5.4.3 sell the Goods or part of the Goods at any time and after deducting all costs and expenses account to the Customer for any excess over the price already paid under the Contract or charge the Customer for any shortfall between the Contract price and such costs and expenses.

5.5 The Company shall not be liable for any damage or loss occurring after the Goods have been delivered to the Buyer as aforesaid.

5.6 If the Company fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Buyer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Company shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event (as defined in clause 16), the Buyer's failure to provide the Company with adequate delivery instructions for the Goods, or any relevant instruction related to the supply of the Goods.

5.7 The Company may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Buyer to cancel any other instalment.

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Terms & Conditions

6. Property and Title

6.1 Notwithstanding delivery and the passing of risk, property in and title to the Goods shall remain in the Company until the earlier of:

6.1.1 the Company has received payment of the full price of (a) all Goods the subject of the Contract and (b) all other goods supplied by the Company to the Customer under any other contract whatsoever, in which case title to the Goods shall pass at the time of payment of all such sums; and

6.1.2 the Buyer resells the Goods, in which case title to the Goods shall pass to the Buyer at the time specified at clause 6.4.

6.2 Until property in and title to the Goods passes to the Buyer:

6.2.1 the Buyer shall keep the Goods properly stored, protected and insured and separate from all or any other goods whether belonging to the Company the Buyer or any third party;

6.2.2 the Company shall be entitled at any time forthwith to revoke the Buyer's power to deal with the Goods; and it shall automatically cease if any of the events specified in Clause 11.3 shall occur; and

6.2.3 the Buyer shall not make any modification to the Goods or alter remove or tamper with any marks, numbers or other means of identification used on or in relation to the Goods.

6.3 Upon termination of the Buyer's power to deal with the Goods, the Buyer shall place the Goods at the disposal of the Company and the Company and its servants and agents are hereby irrevocably authorised without the need for consent of any third party but using only such force as may be necessary, to enter upon any premises of the Buyer for the purpose of removing the Goods.

6.4 Subject to clause 6.2.2 and clause 6.3, the Buyer shall be entitled to dispose of or use the Goods in the ordinary course of business before the Company receives payment for the Goods. However, if the Buyer resells the Goods before that time:

6.4.1 it does so as principal and not as the Company's agent; and

6.4.2 title to the Goods shall pass from the Company to the Buyer immediately before the time at which resale by the Buyer occurs.

6.5 Nothing in this clause shall entitle the Buyer to return the Goods or to delay payment therefore or constitute or be deemed to have constituted the Buyer as the agent of the Company otherwise than for the purpose of this clause or render the Company liable

to any third party for any representation or warranty made or given by the Buyer to any third party in relation to the Goods unless the Company shall have authorised the Buyer so to do in writing or imply any restriction upon any other rights or remedies of the Company.

6.6 If any of the foregoing provisions of this clause shall be invalid or unenforceable such invalidity or unenforceability shall not affect the remaining provisions.

7. Supply of Services

7.1 The Company shall provide the Services to the Buyer in accordance with any specification agreed in writing by the parties in all material respects.

7.2 The Company shall use all reasonable endeavours to meet any performance dates for the Services specified in the Order, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

7.3 The Company warrants to the Buyer that the Services will be provided using reasonable care and skill.

7.4 The Buyer shall:

7.4.1 co-operate with the Company in all matters relating to the Services;

7.4.2 provide the Company, its employees, agents, consultants and subcontractors, with access to the Buyer's premises, office accommodation and other facilities as reasonably required by the Company to provide the Services;

7.4.3 provide the Company with such information and materials as the Company may reasonably require to supply the Services, and ensure that such information is accurate in all material respects;

7.4.4 prepare the Buyer's premises for the supply of the Services;

7.4.5 obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start.

7.5 If the Company's performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by the Buyer or failure by the Buyer to perform any relevant obligation ("Buyer Default"):

7.5.1 the Company shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Buyer remedies the Buyer Default, and to rely on the Buyer Default to relieve it from the performance of any of its obligations to the extent the Buyer Default prevents or delays the Company's performance of any of its obligations;

7.5.2 the Company shall not be liable for any costs or losses sustained or incurred by the Buyer arising directly or indirectly from the Company's failure or delay to perform any of its obligations as set out in this clause; and

7.5.3 the Buyer shall reimburse the Company on written demand for any costs or losses sustained or incurred by the Company arising directly or indirectly from the Buyer Default.

8. Performance

8.1 Any production figures given by the Company shall be deemed to be estimates only based on the understanding of the Company of the accuracy and finish required and machinability of the materials of the Buyer and the amount or materials to be removed and the operating conditions of the Buyer and otherwise.

8.2 Any description of the Goods (including any reference to weight or measurement) or its performance given by the Company shall be deemed to be by way of identification only and the use of such description shall not constitute a sale by description nor a term of the Contract.

9. Warranty

9.1 The Company shall:

9.1.1 make good at its option by reimbursement of the whole or part of the price of the Goods (and, where relevant, as a deduction from any part of the price remaining unpaid) or by repair or by replacement any defect developing under normal use in the Goods and due solely to faulty design (except where the design is supplied by or on behalf of the Buyer) materials and/or workmanship provided that:

9.1.2 any such defect in design materials workmanship shall have appeared within 12 months after delivery and shall have been thereupon promptly notified to the Company in writing;

9.1.3 the Company shall be under no liability in respect of any defect in the Goods arising from any drawings, design or specification supplied by the Buyer;

9.1.4 the Company shall be under no liability in respect of any defect arising from fair wear and tear, or other acts of the Buyer including without limitation wilful damage, negligence, lack of proper maintenance or servicing, abnormal working conditions, failure to follow the Company's instructions (whether oral or in writing) or good trade practice, misuse or alteration or repair of the Goods without the Company's approval;

9.1.5 the Company shall be under no liability until any monies due from the Buyer under the Contract have been paid in full; and

9.1.6 any Goods alleged to be defective are promptly made available to the Company for inspection and, if so required by the Company, are promptly returned at the Buyer's risk and expense to the Company's works for inspection;

9.1.7 the above warranty does not extend to parts, materials or equipment not manufactured by the Company in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Company and can be transferred;

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9.2 Save as provided in the Conditions all guarantees, warranties and/or other conditions (including any conditions as to quality or fitness for any particular purpose) whether express or implied by Statute, Common Law or otherwise are excluded from the Contract.

10. Liability

10.1 Nothing in the Conditions shall operate so as:

10.1.1 to exclude the Company's non-excludable liability in respect of death or personal injury caused by the negligence or the Company its servants or agents;

10.1.2 to affect the statutory rights of the Buyer where Goods are sold or Services are supplied to a Buyer dealing as a consumer within the meaning of Unfair Contract Terms Act; or

10.1.3 to exclude the application of section 12 of the Sale of Goods Act 1979; or

10.1.4 to exclude liability for fraudulent misrepresentation.

10.2 Subject to clause 10.1 and clause 10.3, the Company shall not be liable to the Buyer in contract tort (including without limitation negligence) and/or breach of statutory duty for any loss or damage which the Buyer may suffer by reason of any act, omission, neglect or default (including negligence) in the performance of the Contract by the Company, its servants or agents, in a sum which is greater than the price of the Goods or Services.

10.3 Subject to clause 10.1, the Company shall not be liable to the Customer in contract, tort (including without limitation negligence) and/or breach of statutory duty for any loss of profits and/or loss of production or any indirect or consequential (including economic) loss of any kind which the Customer may suffer by reason of any act, omission, neglect or default (including negligence) in the performance of the Contract by the Company, its servants or agents.

10.4 This clause 10 shall survive termination of the Contract.

11. Cancellation and Variation

11.1 The Buyer shall not have the right to vary or cancel the Contract in any manner whatsoever without the express prior written consent of the Company and upon payment to the Company of such amounts as may be necessary to indemnify the Company against all loss resulting from the said variation and/or cancellation.

11.2 The Company shall be entitled to cancel a contract involving new developments and/or special tooling and/or special applications at any time upon notice to the Buyer if the Company determines that the new development and/or special tooling and/or special application may not be accomplished within any time specified or budget allocated by the Company or to any required specifications and the Company's liability in the event of such cancellation is limited solely to the return of any deposit paid by the Buyer without interest less all reasonable costs incurred by the Company in respect thereof.

11.3 Without limiting its other rights or remedies, the Company shall be entitled to terminate the Contract with immediate effect by giving written notice to the Buyer if: a notice is issued to convene a meeting for the purpose of passing a resolution to wind up a the Buyer or such a resolution is passed; a resolution is passed by its directors to seek a winding up or an administration order against

the Buyer; a resolution is passed seeking a winding up or an administration order against the Buyer; a petition for a winding up or an administration order is presented against the Buyer or such an order is made; a petition for a bankruptcy order is presented or such an order is made; a proposal for a voluntary arrangement or an application for an interim order is made under the Insolvency Act 1986; the Buyer takes any action (including starting negotiations) with a view to readjustment, rescheduling or deferral of any part of its indebtedness; the Buyer proposes or makes any general assignment, composition or arrangement with or for the benefit of all or some of its creditors; the Buyer suspends or threatens to suspend making payments to all or some of its creditors; the Buyer becomes subject to any type of voluntary arrangement; a receiver (administrative or otherwise) is appointed over all or part of the Buyer's assets; any action is taken outside the United Kingdom which is similar or analogous to any of the foregoing or the Buyer has reasonable grounds for believing that any of the foregoing is imminent.

11.4 Without limiting its other rights or remedies, the Company may terminate the Contract with immediate effect by giving written notice to the Buyer if the Buyer fails to pay any amount due under this Contract on the due date for payment.

11.5 Without limiting its other rights or remedies, the Company may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Buyer and the Company if the Buyer fails to pay any amount due under this Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 11.3, or the Company reasonably believes that the Buyer is about to become subject to any of them.

11.6 On termination of the Contract for any reason:

11.6.1 the Buyer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, the Company shall submit an invoice, which shall be payable by the Buyer immediately on receipt;

11.6.2 the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and

11.6.3 clauses which expressly or by implication have effect after termination shall continue in full force and effect.

12. Statutory Requirements

The Buyer shall be liable to ensure that the design construction and quality of the Goods complies in all respects with all relevant requirements of any Statute, Rule or Order or other instrument having the force of law which may be in force at the time when the Goods are supplied and shall indemnify the Company against any liabilities actions proceedings costs claims and demands whatsoever arising out of or incurred in connection with any breach or alleged breach of such requirements.

13. Health and Safety

13.1 Without prejudice to Clause 10 hereof the attention of the Buyer is drawn to the provisions of Section 6 of the Health and Safety at Work etc. Act 1974.

13.2 The Company will make available upon written request such information on the design construction and installation of the Goods as is in its possession to ensure that as far as is reasonably practicable it is safe and without risk to health when properly used.

Such information may also be found in the relevant British Standard Specifications codes of practice and regulations catalogues and product leaflets which may be obtained by specific request.

14. Intellectual Property Rights

14.1 If any claim is made against the Buyer that the Goods and/or Services infringe or that their use or resale infringes the patent, copyright, database right, design right, registered design, trade mark or other industrial or intellectual property rights ("Intellectual Property Rights") of any other person or any claim is made in respect of passing off in relation to the Goods and/or Services and/or their use or resale the Buyer shall forthwith notify the Company in writing and the Company shall be given full control of any proceedings or negotiations in connection with any such claim. The Buyer shall give the Company all reasonable assistance for the purposes of any such proceedings or negotiations and except pursuant to a final award, the Buyer shall not pay or accept any such claim, or compromise any such proceedings without the consent of the Company (which shall not be unreasonably withheld). The Buyer shall do nothing which would or might vitiate any policy of insurance or insurance cover which the Company may have in relation to such infringement.

14.2 All Intellectual Property Rights in or arising out of or in connection with the Goods and/or Services shall be owned by the Company.

15. Export Terms

15.1 Any term or expression which is defined in the provisions of Incoterms 2000 (or any subsequent revision thereof) shall import the respective obligations of Buyer and Seller into these Conditions, but in the event of conflict these Conditions shall prevail.

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15.2 Where the Goods are supplied for export from the United Kingdom, the provisions of this Clause 13 shall (subject to any special terms agreed in writing between the Company and the Buyer) apply not withstanding any other provision of these Conditions.

15.3 Unless otherwise agreed in writing between the Company and the Buyer, the Goods shall be delivered ex works the Company's premises in Derby or as otherwise specified by the Company and the Company shall be under no obligation to give notice under section 32(3) of the Sale of Goods Act 1979.

15.4 The Buyer shall be responsible for arranging for testing and inspection of the Goods at the Company's premises before shipment. The Company shall have no liability for any claim in respect of any defect in the Goods which would be apparent on testing or inspection and which is made after shipment, or in respect of any damage during transit.

16. Force Majeure

The Company shall not be liable for any delay or for any consequence of any delay under this Contract or any part thereof if such delay shall be due to fire strike lock out dispute with workman flood accident delay in transport shortage of fuel default of any sub-contractor inability to obtain material or parts embargo act of demand or requirement of any government or any government department or local authority or as a consequence of war or of hostilities (whether war be declared or not) or to any other case whatsoever beyond the Company's reasonable control and the Company shall be relieved of liabilities incurred under the Contract wherever and to the extent to which the fulfilment of such obligations is prevented frustrated or impeded as a consequence of any such event.

17. Assignment

The Buyer shall not without the consent in writing of the Company assign or transfer the Contract or any part of it to any other person.

18. Set Off

The Buyer shall not be entitled to make any set off against or deduction from any money payable by reason of the Contract to which these Conditions relate or any other contract (whether in respect of liability of the Company or otherwise).

19. Forbearance

No relaxation, forbearance, delay or indulgence by the Company in exercise rights or enforcing any of the terms and conditions of the Contract to which the Conditions relate or granting of time by the Company to the Buyer shall prejudice affect or restrict the rights and powers of the Company under the Contract nor shall any waiver by the Company of any breach operate as a waiver of any subsequent or continuing breach hereof.

20. Notice

All notices under this Contract shall be in writing and may be served by post or facsimile transmission addressed to the other party at the address given in this Contract or at such other address as a party shall from time to time by notice in writing give to the other party for the purpose of service of notices under this Contract and every such notice shall be deemed to have been served by post at the expiration of two days after despatch of the same or if sent by facsimile transmission at ten hours local time on the next day (other than Saturday) on which clearing banks are open for normal banking business in sterling in the City of London ("Business Day") of the recipient following despatch and in proving service it shall be sufficient to show in the case of a letter that the same was duly addressed prepaid and posted in the manner provided and in the case of a facsimile transmission a transmission report that it was transmitted to the correct telephone number. Saturdays, Sundays and Bank Holidays shall not in any event be treated as days on which service is effected, and service shall be deemed to take place on the next normal Business Day of the recipient.

21. Legal Construction

21.1 The Contract shall be in all respect construed and operated as an English Contract and in conformity with English Law and the Company and the Buyer hereby submit to the exclusive jurisdiction of the English Courts.

21.2 In the event that the Buyer has no assets in a country which will enforce a judgement of the English Courts and/or is not resident in such a country all disputes arising out of this Contract shall be finally settled by arbitration under the Rules of Arbitration and Conciliation of the International Chamber of Commerce by two or more arbitrators appointed pursuant to such Rules. The place of arbitration shall be England and the language of the arbitration shall be English.

22. Severance

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract. 21. Third Party Rights

For the avoidance of doubt nothing in these Conditions shall confer on any third party any benefit or the right to enforce any provision of these Conditions.

23. Confidentiality

A party ("receiving party") shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party ("disclosing party"), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause 22 shall survive termination of the Contract.