

Terms and Conditions of Sale

e-Secure Technologies (e-ST) standard terms and conditions of sale

All Customer Purchase Orders are subject to these terms and conditions and all additional terms and conditions presented on or accompanying an e-ST Quotation or e-ST Order Acknowledgment. e-ST specifically rejects and Customer disclaims all printed provisions in Customer's printed Purchase Orders including associated forms and/or documents. These terms and conditions, together with the e-ST Order Acknowledgment shall constitute the entire agreement between e-ST and Customer with respect to any Customer Purchase Order and the Materials and/or Services provided hereunder. These terms and conditions supersede any prior or contemporaneous agreements or representations written or oral. Any amendment of these terms and conditions must be in writing and signed by e-ST to be binding on e-ST.

DEFINITIONS AND INTERPRETATION

Within this document definitions are defined as follows:

" e-ST " means e-Secure Technologies Pte Ltd, and/or its designated affiliates.

" Customer " means the person or entity however constituted to whom the Material or Services are provided.

" Delivery " means the date of Customer's receipt of Material or completion of Services at Customer's designated location.

" Material " means the Products and/or Standard Software offered for sale or licensed to Customer at time of sale.

" Order Acknowledgment " means a document furnished by e-ST or acknowledging the receipt of Customer's Purchase Order and e-ST's agreement to supply the Material and/or Services stated therein under the terms and conditions stated herein.

" Product " means equipment of e-ST design and manufacture, or other manufacturer's equipment offered for sale by e-ST to Customer.

" Purchase Order " means Customer's document for the acquisition of Material and/or Services, exclusive of all printed terms and conditions contained thereon.

" Quotation " means either e-ST's offer to sell Services and/or Material or e-ST's document that provides a summary of the Statement of Work and pricing corresponding to the Statement of Work.

" Services " means various types of services as provided by e-ST to Customer covering items such as training, maintenance services, on-site support, applications engineering, site engineering and installation. Services are not Material. Additional fees apply for Services

" Shipment Date " means the date on which e-ST has scheduled shipment of Material to Customer.

" Statement of Work " means e-ST's document which describes in detail the work or Services to be performed and any Material to be supplied.

Interpretation within this document is defined as follows:

1. headings are for convenience only and do not affect interpretation;
2. the singular includes the plural and conversely;
3. reference to a party means e-ST and Customer exclusively; and
4. in the event of a conflict between Customer's Purchase Order or associated documents and the terms and conditions herein, the terms and conditions herein including the Order Acknowledgment shall govern.

2. ACCEPTANCE OF PURCHASE ORDERS

As used herein, "Acceptance of Customer's Purchase Order" shall mean e-ST's agreement, as evidenced by the issuance of an Order Acknowledgment, to supply the Material and/or Services identified in Customer's Purchase Order under the terms and conditions herein. All Customer Purchase Orders are subject to written acceptance by e-ST, at its sole discretion, even if received elsewhere by a salesperson, selling agent or representative. No Customer Purchase Order will be binding upon e-ST until e-ST issues its written Order Acknowledgment.

3. PURCHASE ORDER CHANGES

Customer may not change its Purchase Order without e-ST's written consent. Any revision in drawings, designs, specifications, shipment completion dates or Purchase Order termination requested by Customer may result in additional cost to Customer. Any additional cost to Customer will be at e-ST's standard rates in effect at the time of Customer's request. e-ST's performance of Customer's request shall commence only upon the issuance of a new Purchase Order or written amendment to an existing Purchase Order authorizing the applicable charge.

Customer's oral requests for Services shall be binding on Customer and deemed by e-ST as valid Customer Purchase Orders, governed by these terms and conditions. Customer further agrees, as a result of any request made hereunder to pay any and all charges associated with such Service request. Customer requested changes in performance of Services shall be reviewed upon e-ST's receipt of Customer's request to determine if additional charges are applicable.

4. PRICE OF MATERIAL AND/OR SERVICES

The price for Material and Services are based on e-ST's published list prices in effect at time of e-ST's receipt of Customer's Purchase Order unless otherwise set forth in the Order Acknowledgment, or a valid issued Quotation, Statement of Work or proposal. A Quotation, Statement of Work or proposal is valid for a period of thirty [30] days from date of issue. Errors or omissions in price are subject to correction by e-ST.

All published list prices are subject to change by e-ST without notice. e-ST retains all rights to change the Material and/or Services or may discontinue any Material and/or Services at e-ST's sole discretion.

5. PRICES; ADJUSTMENTS

The price of Services may subsequently be adjusted to reasonably reflect the adverse cost impact to e-ST of:

- i. Customer changes or delays which are outside of the scope of Services;
- ii. legal/regulatory changes which occur after the issuance of the Quotation and/or Statement of Work for the particular Services in question; and
- iii. the failure of Customer to perform its obligations under Sections 6, 7, and 8.

e-ST will provide a written notice and reason for an adjustment to the price within a reasonable period of time after e-ST becomes aware of an event under which e-ST intends to request an adjustment . The parties will then determine, in a commercially reasonable manner, the price adjustment that is appropriate. Pending such agreement, e-ST will continue to perform the Services specified in the Purchase Order for ten (10) business days or such other greater time that may be agreed to in writing by e-ST, unless (a) Customer has fails to pay amounts due to e-ST when due; (b) or an event specifically identified in the Quotation and/or Statement of Work permitting suspension or termination of the Services occurs; or (c) Customer is otherwise in breach.

In the event an adjustment to the price has not been made within the aforementioned ten (10) business days, e-ST shall have the right to terminate this Purchase Order, in whole or in part and in addition to any

other remedy available to e-ST, Customer shall make immediate payment to e-ST on account of all Materials delivered and/or Services rendered.

6. SCHEDULE FOR PERFORMANCE OF SERVICES

e-ST will perform the Services in accordance with the schedule stated in the Quotation and/or Statement of Work . Both parties agree to adhere to the schedule, however, each party will give due consideration to any reasonable proposal by the other party regarding changes in the schedule which, if agreed upon, will be recorded in a written modification to the applicable Purchase Order. Dates for performance of Services are estimated by e-ST in good faith but not guaranteed by e-ST. Except as otherwise set forth in the Quotation and/or Statement of Work, e-ST will have unrestricted access to Customer's site and any other locations at which Services are to be performed at all times (including overtime hours, Saturdays, Sundays and holidays) for the purpose of performing the Services.

7. SITE PREPARATION AND CONDITION FOR SERVICES

Customer will be responsible for preparation of the site, at which e-ST will perform the Services, to the specifications and in accordance with the time schedule stated in the Quotation and/or Statement of Work. Customer warrants to e-ST that each such site is in compliance with all applicable health and safety regulations and is free from all friable asbestos and hazardous contamination or pollutants, as further provided in Section 8 below.

8. HAZARDOUS MATERIALS

Prior to the date specified in the Quotation and/or Statement of Work for the performance of Service, Customer will take any and all steps needed to assure that each site is free from all friable asbestos and hazardous contamination or pollutants. If contamination is found to be present at a site, e-ST will have no further obligations under any Quotation and /or Statement of Work (other than with respect to any software licenses or confidentiality obligations), until such contamination is removed.

9. PACKAGING, SHIPMENT AND SERVICE DATES

All Products shall be suitably packed for shipment. e-ST may charge for packing and/or packaging including special documentation to comply with Customer requirements.

Shipment Date for Material or date for performance of Service is estimated by e-ST but is not guaranteed by e-ST. Shipment within the Asia Pacific Region are made EXW (Incoterms 2000).

Customer, regardless of the circumstances, will not hold e-ST liable for any liabilities, penalties, or charges of any nature due to the late performance of any Service date. e-ST assumes no liability for any direct or liquidated damages during shipment or delivery of Material. Material may be tendered in partial shipments at e-ST's discretion.

In the event of shipment delay requested by Customer or a delay caused by lack of shipping instructions, e-ST will store all Material covered thereby at Customer's risk and expense. e-ST will invoice the Customer at the full price for the Material including an additional storage fee.

10. TITLE, RISK OF LOSS AND INSURANCE

Title, risk of loss, damage and insurance responsibilities for the Products pass from e-ST to Customer upon acceptance of Product by the shipping agent or carrier. Title to all Software shall remain with e-ST or its licensors, but risk of loss, damage and insurance responsibilities shall pass to Customer at e-ST's shipping location.

For all Materials shipped, e-ST shall retain a security interest in the Materials until payment, in full, has been received by e-ST for such Materials delivered and Services performed. Customer shall execute any instrument reasonably required for e-ST's protection of such security interest.

11. ACCEPTANCE OR REJECTION OF MATERIAL/SERVICES

After the Delivery of the Material, or the performance of Services, Customer will inspect the Material/Services for conformity to the Purchase Order, Statement of Work or Quotation (as the case may be) within a period of thirty [30] calendar days (hereinafter "Acceptance Period"). Acceptance of Material/Services by Customer shall automatically occur after the passage of the Acceptance Period stated herein unless e-ST is advised otherwise in writing within the stated Acceptance Period or upon Customer's commercial use of the Material/Services.

If any Material or Service does not substantially conform to the applicable Purchase Order, Statement of Work or quotation (as the case may be) Customer shall notify e-ST in writing of the nonconformance, and for Material, obtain an authorization for return, and return such Material to e-ST for correction or completion as required. With respect to Services, e-ST shall, at no additional charge (if determined by e-ST to be e-ST's fault), take prompt action to correct such unsatisfactory Services.

12. PAYMENT TERMS

Customer's payment obligations are stated on e-ST's invoices. Invoices for Services will be rendered in accordance with an established milestone schedule or upon completion of any Services. Late charges of one and

one-half percent [1 1/2%] or the maximum permitted by law, whichever is less, per month on outstanding balances may be charged. All amounts due shall be payable in United States dollars unless otherwise specifically agreed upon in e-ST's Order Acknowledgement.

If, in e-ST's judgment, Customer's financial condition does not justify continuation of the existing payment terms, e-ST may:

1. require full or partial payment of Customer's account;
2. require payment in advance of Material shipment;
3. require payment in advance for performance of any Services;
4. change Customer's credit terms; or
5. any combination of the above.

13. PRODUCT AND SERVICES WARRANTY

e-ST warrants from the date of shipment to Customer that Product bearing the e-ST name will substantially conform to e-ST specifications in effect as of the date of shipment and will be free from substantial defects in material and workmanship under normal use, given proper installation and maintenance, for the period of time stated in e-ST's current published warranty handbook in effect on the date of shipment. e-ST further warrants to Customer that all Services performed by e-ST for Customer will be provided in a workmanlike manner. Warranty of e-ST Standard Software is set forth in the software license.

Customer must promptly notify e-ST of any claimed defect in the Product and/or Services. E-ST or its agent may inspect the Product or workmanship on Customer's premises. Product returned to e-ST under warranty must be shipped prepaid by Customer.

14. PRODUCT AND SERVICES WARRANTY LIMITATIONS

e-ST's entire liability and Customer's exclusive remedy whether in contract, tort or otherwise, for any claim related to or arising out of breach of the warranty covering Product or Services shall be correction of defects by repair, replacement, re-performance of service or credit, at e-ST's discretion. Refurbished Product may be used to repair or replace the Product. Customer shall have no claim to Product which was replaced or the components therein which were replaced. e-ST has no liability with respect to claims relating to or arising from the use of equipment not bearing the e-ST name.

e-ST does not warrant that the operation of the Product will be uninterrupted or error-free. Similarly, e-ST does not warrant that the functions of the Product will meet Customer's requirements or that the

Product will operate in combination with other products selected by Customer for its use.

e-ST assumes no liability with respect to (a) defects caused by modification, repair, installation, operation or maintenance except as described in eST's documentation; or, (b) negligent or other improper use of the Product.

e-ST assumes no liability for equipment or services furnished by Customer nor does this warranty cover any copy of or update to any user manual for the Product.

No agent, distributor, or representative is authorized to make any warranties on behalf of e-ST or to assume for e-ST any other liability in connection with any Product or Services.

WITH RESPECT TO ALL PURCHASES OF PRODUCT AND/OR SERVICES FROM e-ST BY CUSTOMER, THE ABOVE WARRANTY REPLACES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND ALL OTHER OBLIGATIONS OF ADC, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ALL OTHER WARRANTIES ARE DISCLAIMED AND EXCLUDED BY e-ST.

15. RETURNS

Material may not be returned to e-ST without prior authorization. Customer must contact e-ST to obtain an authorization number and return the Material to the location designated by e-ST with all transportation charges paid by Customer. e-ST may charge Customer certain fees for Material returned to e-ST. Any Material returned to e-ST without proper authorization will be returned to Customer at Customer expense.

16. DISCLAIMER OF LIABILITY

e-ST WILL NOT BE LIABLE FOR INJURIES OR DAMAGES TO PERSONS OR PROPERTY RESULTING FROM ANY CAUSE WHATSOEVER, WITH THE EXCEPTION OF BODILY INJURIES, DEATH OR TANGIBLE PROPERTY DAMAGE CAUSED BY THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF e-ST. THIS LIMITATION APPLIES TO ALL MATERIAL AND SERVICES PERFORMED DURING AND AFTER THE WARRANTY PERIOD.

IN NO EVENT SHALL e-ST BE LIABLE FOR ANY DAMAGES RESULTING FROM LOSS OF DATA, LOSS OF USE OR LOSS OF REVENUE OR PROFIT AND e-ST FURTHER DISCLAIMS ANY AND ALL LIABILITY FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES.

IF ANY REMEDY HEREUNDER FAILS OF ITS ESSENTIAL PURPOSE, OR IN ANY OTHER EVENT, ADC'S AGGREGATE LIABILITY HEREUNDER SHALL NOT EXCEED THE DEPRECIATED VALUE OF THE AFFECTED MATERIAL OR THE ACTUAL AMOUNT PAID TO ADC FOR SERVICES.

17. ASSIGNMENT

e-ST may assign its rights and obligations by giving Customer written notice thereof but without being obligated to obtain Customer's consent prior thereto. In the event if an assignment, e-ST shall be discharged of any liability pursuant to those Purchase Orders which have been assigned or delegated.

Customer may not assign its rights nor delegate its obligations under any or all of its Purchase Orders unless e-ST's written consent is obtained prior thereto and any such assignment or delegation without such consent shall be void.

18. COMPLIANCE WITH APPLICABLE LAWS

The Customer will comply with all applicable laws affecting the purchase and use of Material. Customer agrees to maintain all registrations with governmental agencies, commercial registries, chambers of commerce, or other offices which may be required under law in order to properly conduct commercial business.

Prior to the date specified in the Quotation and/or Statement of Work for the performance of Service, Customer will (a) obtain and pay for all governmental or third party consents, permits, approvals, licenses and public and private easements necessary for e-ST's unrestricted access to any site or location needed for performance of the Services and delivery of the Material, and (b) will notify e-ST in advance of any requirements including all local laws, regulations, ordinances and the like to which e-ST is or will be required to comply in the rendering of Services and in the supplying of Materials hereunder.

When required, Customer will comply with Singapore laws applicable to the use, sale or license of Material, including but not limited to the Foreign Corrupt Practices Act and the Export Administration Act.

19. CONFIDENTIAL INFORMATION

Customer will not disclose to any person or entity any information or data fixed in a tangible medium and marked as the confidential or proprietary information (hereinafter referred to as "Confidential Information") of e-ST, or if provided orally, confirmed in writing to be confidential or proprietary within twenty [20] calendar days after its disclosure.

Notwithstanding the provisions herein, if Customer receives Confidential Information it shall treat such Confidential Information as confidential, prohibit copying and use such Confidential Information only in connection with fulfilling its obligations under Customer's Purchase Order. Customer will return all Confidential Information to e-ST upon completion of such obligations for its use, or upon the request of e-ST.

Customer recognizes and agrees that the unauthorized use or disclosure of the Confidential Information would cause irreparable injury to e-ST for which it would have no adequate remedy at law, and that any actual or contemplated breach of this clause will entitle e-ST to obtain immediate injunctive relief prohibiting such breach, in addition to any other rights and remedies available to it. The obligations herein contained will expressly survive the final payment of any/or all Customer Purchase Orders.

20. SEVERABILITY

If any provision of these terms and conditions is held by a court, government agency or other legal authority of competent jurisdiction to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not invalidate, void or render unenforceable any other portion of these terms and conditions but rather these terms and conditions shall be construed as if it did not contain the particular invalid, illegal or unenforceable provision or provisions, and the rights and obligations of the parties shall be construed and enforced accordingly.

21. FORCE MAJEURE

e-ST is not liable for failure or delay in fulfilling its obligations due to any causes beyond its control. In the event of any such delay, the date for shipment or performance of Services will be extended correspondingly. e-ST retains the right to determine the allocation of its inventory of Material among itself, its present and future customers and Customer . In the event e-ST partially fills Customer's Purchase Order, Customer shall, nonetheless , continue to make payments on e-ST's invoices during the period in which the delay is in effect for those Materials and/or Services delivered. If an event of force majeure prevents or delays e-ST's performance for more than six [6] months, e-ST shall have the right to terminate the applicable Purchase Order, with immediate effect.

22. GOVERNING LANGUAGE

The parties hereby confirm that they have agreed that all written documents between them be prepared in the English language only and such language shall be the governing language.

23. GOVERNING LAW/Venue

The contract created by the issuance of an Order Acknowledgment shall be construed, interpreted and applied in accordance with the internal laws (but not the law of conflicts) of the jurisdiction in which is located the main office of the e-ST affiliate which is authorized to issue the Order Acknowledgment and any applicable law of that jurisdiction and

Singapore. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to the sale of Materials hereunder.

Customer hereby irrevocably consents to the exclusive personal jurisdiction of any state court of general jurisdiction of the jurisdiction in which is located the main office of the e-ST affiliate which is authorized to issue the Order Acknowledgment. If Customer institutes any legal proceeding in any other court, it shall assume all of e-ST's costs in connection therewith, including reasonable attorney's fees. Registered or certified mail of any legal process shall constitute lawful and valid service of process in any such proceeding, suit or controversy.

24. INTELLECTUAL PROPERTY RIGHTS

All drawings, data, designs , tooling, equipment, procedures, engineering changes, inventions, trade secrets, copyrights , mask works, source code, object code, patents, patent applications, know-how, computer and/or Product software and all parts thereof, trademarks and all other information , technical or otherwise which was developed, made or supplied by or for e-ST in the production of any Material or the performance of any Service sold, rendered or licensed hereunder will be and remain the sole property of e-ST (or its licensors, if any). Customer agrees not to reverse engineer any Materials purchased hereunder.

25. PROPRIETARY RIGHTS INDEMNIFICATION

If any Product bearing the e-ST name, in e-ST's opinion, is likely to or becomes the subject of a claim of infringement of any valid Singapore copyright or patent, e-ST shall, at its option and expense, either: (1) modify it to make it non-infringing; (2) settle such claim by procuring for Customer the right to continue using the Product; or (3) defend Customer against such claim.

If e-ST elects to defend Customer against such claim, e-ST will pay Customer for any damages actually incurred which are awarded by a court of final jurisdiction, provided Customer gives e-ST prompt written notice of all facts and circumstances necessary or desirable for a proper defense of same, and Customer cooperates fully with e-ST in the defense of such claim . e-ST shall not be responsible for any settlement made without e-ST's written consent .

If, in e-ST's opinion, none of the foregoing alternatives are reasonably available to e-ST, then e-ST may discontinue the sale of the Product. If e-ST elects to discontinue the sale of the Product, Customer may (1) continue using the same at its sole risk until an injunction or other court order terminating the continued use thereof has been issued; it being understood that e-ST may participate at its expense in the defense of any such action if such claim names e-ST as a defendant; or (2) return the Product to e-ST, including any associated media, any printed material,

and any "online" or electronic documentation to e-ST and receive a prorated refund of the Product purchase cost based on an established prorated period of five [5] years from date of original Product shipment by e-ST.

e-ST shall have no liability for any claim of patent or copyright infringement based upon:

1. use of the Product in a manner other than for which it was intended;
2. any infringement, or alleged infringement, of any patent or copyright issued by any country other than Singapore or any other country where e-ST has obtained patent or copyright protection;
3. modifications or changes made to the Product which are not authorized by e-ST;
4. operation of the Product in combination with other products selected by Customer for its use; or
5. e-ST's compliance with Customer's designated designs, material usage or specification furnished by Customer , in which case Customer shall defend, indemnify and hold ADC harmless against any claim of infringement of any copyright or patent.

The foregoing states the full liability of e-ST arising out of infringement.

26. PUBLICITY

Except for Customer's internal use of e-ST's trademarks, Customer will not use any e-ST trademark or trade name for any other purpose whatsoever without the express written consent of e-ST.

27. SOFTWARE LICENSE

e-ST licenses to Customer, Standard Software, when included with a Product sale or when purchased separately, in accordance with the terms of e-ST's Software license.

28. SURVIVAL OF TERMS

The termination or cancellation of any Customer Purchase Order or any relationship created hereunder between the parties or the delivery of Material or performance of Services under Customer's Purchase Order shall not affect each party's obligations and rights under these terms and conditions, which by their nature, survive, notwithstanding such termination, cancellation , delivery or performance.

29. TAXES

In addition to the Price for Material or Services paid by Customer, Customer will pay e-ST the amount of all taxes, excises, or other governmental charges that e-ST may be required to pay with respect to the production, sale, license, or transportation of any Material delivered hereunder, including the performance of any Services, except taxes on or measured by e-ST's net income. If Customer claims exemption from any taxes, Customer will provide e-ST with documentation required by the taxing authority to support the exemption.

30. CANCELLATION FOR DEFAULT

e-ST may, upon written notice to Customer, cancel any and/or all Customer Purchase Orders effective immediately if:

1. Customer makes an assignment for the benefit of creditors, is unable to pay its debts as they become due; files a voluntary petition in bankruptcy; is adjudicated to be a bankrupt or an insolvent debtor; files a petition seeking for itself any reorganization; or consents to or acquiesces in the appointment of a trustee, receiver or liquidator;
2. any proceeding seeking involuntary reorganization, or similar relief is filed against Customer which is not dismissed within one (1) month after filing, or if any trustee, receiver or liquidator of Customer or any substantial part of its business assets, or properties is appointed without e-ST's consent or acquiescence and such appointment is not vacated within one [1] month after such appointment;
3. Customer ceases doing business as a going concern or it or its shareholders take any action looking to its dissolution or liquidation; or
4. fails to perform any material obligations and such failure is not remedied within fifteen [15] calendar days after notice has been given Customer.
5. Customer fails to pay for any Purchase Order in accordance with the invoice payment terms;
6. Any change occurs in the direct or indirect ownership of Customer if, in e-ST's opinion, such change may be detrimental to e-ST's interest hereunder; or

Any cancellation pursuant to this clause will be in addition to and will not be exclusive of or prejudicial to any other rights or remedies at law or in equity available to e-ST.

31. WAIVER

No waiver will be valid unless in writing, signed by an authorized representative of e-ST and no waiver granted will release Customer from subsequent strict compliance herewith.