

**TURUN UK LTD.
TERMS OF SALE**

1. Terms and Conditions. Unless otherwise agreed in writing, the following terms and conditions apply without exception to all sales of TABS, SafePresence, FirstQ, RoamAlert, ProtecPoint, Catch-All, and FallSavers products, and any other products, sold by Turun UK Ltd (“**Turun**”) (“**Products**”) to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. Any additional or different terms or conditions on Customer’s purchase order or any other instrument or understanding are rejected and not binding upon Turun. Turun’s acceptance of Customer’s purchase order (“**Order**”) is expressly conditioned upon Customer’s assent to these terms and conditions in their entirety. Customer’s acceptance of delivery from Turun constitutes Customer’s acceptance of these terms and conditions. Installation by Turun of any of the Products is covered by separate agreement.

2. Acceptance. All Customer Orders are subject to acceptance by Turun at its offices in London. Each Order shall only be deemed to be accepted when Turun issues a written acceptance of the Order, at which point the contract between Turun and the Customer for the sale and purchase of the Products in accordance with these terms and conditions shall come into existence (“**Contract**”). The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of Turun which is not set out in the Contract.

3. Product Description. Any samples, drawings, descriptive matter, or advertising produced by Turun and any descriptions or illustrations contained in Turun’s catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Products described in them. They shall not form part of the Contract or have any contractual force.

4. Prices. A quotation for the Products given by Turun shall not constitute an offer. A quotation shall only be valid for a period of 30 days from its date of issue. Prices for Products are in pounds sterling, exclusive of VAT, and the Customer shall, on receipt of a valid VAT invoice from Turun, pay to Turun such additional amounts in respect of VAT as are chargeable on the supply of the Products. Turun reserves the right to change its prices without notice at any time. Prices charged will be those prevailing when an order is accepted. Where Products are to be delivered in instalments (“**Scheduled Delivery**”) the price payable for them will be that applicable at the time of despatch of the first batch of Products but, where Scheduled Delivery continues for a period of 60 days or more, Turun reserves the right to charge the Customer the amount of the price increase if the price of the products increases before the end of that period.

5 Payment Unless otherwise expressly agreed in writing, all payments are to be in GBP unless otherwise stated in writing by Turun and shall be paid by the Customer in full and in cleared funds within 30 days following the date of invoice. Payment shall be made to the bank account nominated in writing by Turun. Turun reserves the right to request payment in advance in relation to any Order. Turun at all times reserves the right to evaluate Customer’s credit standing, and, if Customer fails to qualify for credit under Turun’s criteria, Turun may modify or withdraw credit terms without notice and require guarantees, security or payment in advance for further deliveries of goods. Time for payment is of the essence. If Customer fails to make payment by the due date then, without prejudice to any other right or remedy, Turun shall be entitled to: (i) cancel the Order or suspend any further deliveries or performance; (ii) appropriate any payment made by Customer to such of the Products (or the goods made under any other contract) as Turun may think fit; and (iii) charge interest at a rate of 2% per month on the amount unpaid. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount. In addition the Customer will pay all costs of collection on unpaid amounts, including legal fees. The Customer shall pay all amounts due under the

Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). Turun may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by Turun to the Customer.

6. Delivery. All delivery dates are estimates unless agreed otherwise by Turun in writing. Delivery for Products are Ex Works (Incoterms 2000) Turun's facility with all risk of loss or damage to goods passing to Customer upon making the goods available to carrier for shipment. Turun may make deliveries under any Order in one or more shipments. In the event that any goods are to be delivered to the Customer or to his order outside England and Wales, Turun shall be entitled to add to the invoice price a reasonable sum in respect of carriage charges. Any claim for shortage or defect must be reported in writing to Turun within 14 days of delivery, otherwise all goods will be deemed accepted. Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence.

Turun shall not be liable for any delay in delivery of the Products that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Products. Customer shall be liable for any increased costs incurred by Turun related to delays caused by or related to Customer's acts or omissions. Title to the goods shall pass to Customer when it has paid the full price for the goods, and until such time as full payment is made, Customer shall comprehensively insure the goods for the benefit of Turun, keep them free from all charges and security interest and give appropriate notice of reservation of ownership to third parties.

7. Cancellation>Returns. If the Customer shall at any time cancel any Order or other contract for the purchase of Products, or refuses to accept delivery of the Products, the Customer shall be obliged to pay to Turun the total contract price in respect of the Products save to the extent otherwise agreed in writing by Turun. If cancellation /credit is accepted by Turun, Customer must obtain a return authorisation number from Turun prior to returning the Products. Products must then be returned, at the Customer's risk and expense, for receipt by Turun within 30 days of their delivery by Turun, must be undamaged, in re-saleable condition and in original packaging. Return of non-defective items after delivery is subject to a restocking charge of 25% of the gross value of the Order.

8. Warranty and Disclaimer. Products are warranted to the end user to be free of material manufacturing defects commencing on the date of delivery to Customer for the period specified in the manufacturer's warranty which accompanies each Product. Turun is a distributor of the Products and makes no separate warranty, whether express or implied in relation to the Products.

Neither the manufacturer nor Turun make any warranty of satisfactory quality or fitness for a particular purpose, or that the goods may not be compromised or circumvented, that the goods will prevent any personal injury or property loss, or that the goods will in all cases provide adequate warning or protection. Customer understands that a properly installed and maintained product may only reduce the risk of personal injury, property damage or harm or other events occurring and that there is no guarantee that such will not occur. All warranties are for the benefit of the end user only and are not assignable or transferable.

Subject to the next paragraph of this clause 8, if during the warranty period the Customer gives notice in writing to Turun within a reasonable time of discovery that some or all of the Products do not comply with the warranty set out above and Turun is given a reasonable opportunity of examining such Products, Turun will, upon delivery of such Products to Turun at Customer's expense, at its option, either (i) repair or replace the defective component on an exchange basis with new or rebuilt parts at its expense, without charge for parts or labour or, (ii) refund the price of the defective Products in full. Repaired or replaced Products will be warranted for the remainder of the unused warranty term. These terms and conditions shall apply to any repaired or replacement Products

supplied by Turun. No Products will be accepted for return without an authorisation number (RMA) obtained in advance of shipment to Turun. Postage, insurance, or shipping costs incurred in presenting a Product for warranty service are Customer's responsibility.

Turun shall not be liable for a Product's failure to comply with the warranty set out above in any of the following events: (a) the Manufacturer's label or logo or the serial number is removed from the Product; (b) the Customer makes any further use of such Products after giving notice in accordance with this clause 8; (c) the defect arises because the Customer failed to follow Turun or the Manufacturer's oral or written instructions as to the storage, commissioning, installation, use, servicing and maintenance of the Goods or (if there are none) good trade practice regarding the same; (d) the Customer alters or repairs such Products without the written consent of Turun; the Products fail to function properly as a result of misuse, abuse, neglect, improper shipping or installation, incorrect wiring by Customer or their agent, damage caused by disasters, such as fire, flood, and lightning, damage caused by faulty or leaking batteries not supplied by Turun; (e) the defect arises as a result of fair wear and tear, willful damage or abnormal storage or working conditions; or (f) the Products differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

Except as provided in this clause 8, Turun shall have no liability to the Customer in respect of the Products' failure to comply with the warranty set out in this clause 8. The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

If Turun provides any services to the Customer, including but not limited to training or assistance with configuration and installation of the Products, Turun shall provide such services in accordance with reasonable industry practice at such rates as may be specified by Turun in its price list from time to time or by separate agreement.

Turun's liability in respect to any Order or otherwise under these terms and conditions shall in no case exceed the contract price of the specific Products that give rise to the claim. These exclusions and limitations on damages shall apply regardless of how the loss or damage may be caused and against any theory of liability including without limitation any loss of profit, or any indirect or consequential loss, or loss of use arising under or in connection with the Contract, whether based in contract, tort (including negligence), statutory duty, indemnity or otherwise. Nothing in these terms and conditions shall limit or exclude Turun's liability for: (i) death or personal injury resulting from negligence; (ii) fraud; (iii) the terms implied by section 12 of the Sale of Goods Act 1979; (iv) defective products under the Consumer Protection Act 1987; or (v) any matter in respect of which, by law, it is not permitted to restrict its liability.

9. Confidentiality. The parties may exchange confidential information during the performance or fulfillment of any Order. All confidential information shall remain the property of the disclosing party and shall be kept confidential by the receiving party for a period of 10 years following the date of disclosure. These obligations shall not apply to information which is: (i) publicly known at the time of disclosure or becomes publicly known through no fault of recipient, (ii) known to recipient at the time of disclosure through no wrongful act of recipient, (iii) received by recipient from a third party without restrictions similar to those in this section, or (iv) independently developed by recipient. Each party shall retain ownership of its confidential information, including without limitation all rights in patents, copyrights, trademarks and trade secrets.

A recipient of confidential information may not disclose such confidential information without the prior written consent of the disclosing party, provided that each party may disclose confidential information to its affiliated companies, employees, officers, consultants, agents, and contractors.

10. Force Majeure. Turun is not liable for any delay in production or delivery of Products if due to a “**Force Majeure Event**”, which includes, among other things, inability or refusal by third party suppliers to provide Turun goods, parts, services, manuals or other information necessary to the Products to be delivered, shortages or inability to obtain materials or components, delays or refusals to grant an export license or the suspension or revocation thereof, or any other acts of any government that would limit Turun’s ability to perform, fire, earthquake, flood, severe weather conditions, or any other acts of God, quarantines, epidemics, pandemics, or other regional medical crises, labour strikes or lockouts, riots, strife, insurrection, civil disobedience, armed conflict, terrorism or war (or imminent threat of same), or any other cause whatsoever beyond Turun’s reasonable control. If the Force Majeure Event continues for longer than 90 days, either party may terminate Customer’s Order and Customer will pay Turun for Products delivered prior to termination and all reasonable expenses incurred by Turun as a result of such termination. In the event of delays in delivery or performance caused by a Force Majeure Event or Customer, the date of delivery or performance shall be extended by the period of time Turun is actually delayed or as mutually agreed.

11. Indemnity. Customer agrees to read and follow all operating instructions provided with the Products and to perform regular testing as specified in the operating instructions, and to ensure that any end user or other third party in receipt of the Products or using the Products is provided with the warranty and disclaimer provisions of clause 8, and all operating instructions, warnings, maintenance and testing requirements.

If Customer fails to comply with all operating instructions, testing requirements, and warnings accompanying the equipment, or notification of the information required to be provided to end users or other third parties, Customer shall indemnify, defend and save Turun, its agents and employees, harmless from and against all claims, liabilities and civil penalties, including costs and expenses (including legal fees) incident to Customer’s failure to comply or incident to successfully establishing the right to indemnification for injury to or death of any person or persons, including employees of Customer, or for loss of or damage to any property, including the Products or equipment, or for any incidental or consequential damages arising out of Customer’s failure to comply.

12. Dispute Resolution. The parties shall attempt to resolve any dispute arising out of or relating to this Contract through negotiations between senior executives of the parties, who have authority to settle the same.

If the matter is not resolved by negotiation within 30 days of receipt of a written ‘invitation to negotiate,’ the parties will attempt to resolve the dispute in good faith through an agreed Alternative Dispute Resolution (ADR) procedure, or in default of agreement, through an ADR procedure as recommended to the parties by the President or the Deputy President, for the time being, of the Chartered Institute of Arbitrators.

If the matter has not been resolved by an ADR procedure within 60 days of the initiation of that procedure, or if any party will not participate in an ADR procedure, the dispute may be referred to arbitration by any party. The seat of the arbitration shall be England and Wales. The arbitration shall be governed by both the Arbitration Act 1996 and Rules as agreed between the parties. Should the parties be unable to agree on an arbitrator or arbitrators, or be unable to agree on the Rules for Arbitration, any party may, upon giving written notice to other parties, apply to the President or the Deputy President, for the time being, of the Chartered Institute of Arbitrators for the appointment of an Arbitrator or Arbitrators and for any decision on rules that may be necessary.

Nothing in this clause shall be construed as prohibiting a party or its affiliate from applying to a court for interim injunctive relief.

13. Miscellaneous. These terms and conditions constitute the entire agreement of Turun and Customer, superseding all prior agreements or understandings, written or oral, and cannot be amended

except by a mutually executed agreement in writing. Customer may not assign any rights or duties hereunder without Turun's written prior consent. Turun may subcontract its obligations hereunder without Customer's consent. No representation, warranty, course of dealing, or trade usage not contained or expressly set forth herein will be binding on Turun. Headings and captions are for convenience of reference only and do not alter the meaning or interpretation of these terms and conditions.

No failure by Turun to enforce at any time for any period the provisions hereof shall be construed as a waiver of such provision or of the right of Turun to enforce thereafter each and every provision. In the event any provision herein is determined to be illegal, invalid, or unenforceable, the validity and enforceability of the remaining provisions shall not be affected and, in lieu of such provision, a provision as similar in terms as may be legal, valid, and enforceable shall be added hereto. Provisions herein which by their very nature are intended to survive termination, cancellation, or completion of Customer's Order after acceptance by Turun shall survive such termination, cancellation, or completion. All stenographic and clerical errors are subject to correction. These terms and conditions shall confer no benefit on any third party or the right to enforce any term or condition under the Contracts (Rights of Third Parties) Act 1999.

14. Termination and suspension

If the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business or the Customer's financial position deteriorates to such an extent that in Turun's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy, or the Customer suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or suffers any claim by a creditor of the Customer relating to payment or security for payment, Turun may terminate the Contract with immediate effect by giving written notice to the Customer.

Without limiting its other rights or remedies, Turun may suspend provision of the Products under the Contract or any other contract between the Customer and Turun if the Customer becomes subject to any of the events listed above in this clause 14, or Turun reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

On termination of the Contract for any reason the Customer shall immediately pay to Turun all of Turun's outstanding unpaid invoices and interest. Termination of the Contract, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as at termination. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

15. Governing law. The Contract, 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.

16. Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).