

**CUMMINS POWER GENERATION**  
**MANSTON PARK, COLUMBUS AVENUE**  
**MANSTON, RAMSGATE, KENT - CT12 5BF,**  
**UK**

**Supplier:** LSI Ltd  
**Supp No:** 301415  
**Site:** BRAEMAR HOUSE  
 SNELSINS ROAD  
 CLECKHEATON, WEST  
 YORKSHIRE-BD19 3UE  
 United Kingdom  
**Contact:** Wilkinson, Sara  
**Phone:** 01274-854996

**Currency:** All Prices and amounts on this order are expressed in **GBP**

PURCHASE AGREEMENT	
Type	Blanket Purchase Agreement
Order Number	503430382
PURCHASE ORDER NUMBER MUST APPEAR ON ALL PACKAGES, PACKING SLIPS, INVOICES, DELIVERIES, CORRESPONDENCE, AND BILL OF LADING, TO ENSURE PROMPT PAYMENT	
Rev	11
Order Date	02-APR-2012
Created By	Brewer, Carol
Revision Date	08-JUL-2015
Revised By	Meise, Daniel
Buyer	Meise, Daniel
Buyer Phone	

**Bill To:** CBS-UK  
 Cummins Power Generation Ltd  
 C/O Cummins Business Services  
 PO Box 253  
 Mitcheldean, GL17 1AR  
 United Kingdom

**Ship To:** Cummins Power Generation Ltd.  
 Manston Park  
 Columbus Avenue  
 Ramsgate, Kent CT12 5BF  
 United Kingdom

Payment Terms	N60	Ship Via	TBD
Freight Terms	DDP	Effective Start Date	
F.O.B (Incoterms)	Manston	Effective End Date	31-DEC-2015

**Note:**

Line	Part Num/Rev/Description	Delivery Date/Time	*Quantity	UOM	Unit Price	Price Break		Expiration Date	Amount
						Quantity	Price		
1	A040Y507 Rev:B01 BAG, SHIPPING Supplier Item: No:34172/2			Each	2.35				
<b>Total:</b>									

\*If there is no value entered in the quantity, Amount and Total Amount fields then this is an open-ended order with no supplier authorization to build/or ship product unless specifically stated elsewhere in order. Quantities and dates authorizing build and shipment of product will be made by "material schedules" or some other agreed format.

NOTWITHSTANDING ANY DIFFERENT OR ADDITIONAL TERMS AND CONDITIONS THAT MAY BE EMBODIED IN ANY SALES ACKNOWLEDGEMENT OR OTHER DOCUMENTS SUBMITTED BY SELLER WHICH TERMS AND CONDITION ARE HEREBY OBJECTED TO EITHER BEFORE OR AFTER DELIVERY OF THE GOODS PURCHASER PLACES THIS ORDER ON THE EXPRESS CONDITIONS SET FORTH ABOVE AND ATTACHED HEREOF, AND SELLER'S INITIAL SHIPMENT OF GOODS OR OTHER COMMENCEMENT OF ANY SERVICE HEREUNDER SHALL CONSTITUTE ASSENT TO ALL SUCH TERMS AND CONDITIONS.

Registered Firms Certificate Number FM 509 in accordance with BS EN ISO 9001 Quality Assessment Schedule 3420/121  
 Registered in England Under registration No. 262310. VAT Registration 299 223 818  
 Cummins Power Generation Limited. Registered Office 49-51 Gresham Road, Staines, Middlesex, TW18 2BD (UK)

Commodity Manager

Supplier Agent

## TERMS AND CONDITIONS OF PURCHASE

1. Definitions. "Buyer" means CUMMINS POWER GENERATION LIMITED, "Seller" means the person, firm or company to whom the order is addressed. "Goods" means the articles or things or any of them described in the order. "Specification" means the technical description (if any) of the Goods contained or referred to in the order. "Services" means the provision of professional or technical advice, semi-skilled or unskilled labour, with or without materials, either at the Buyer's works or elsewhere at home or overseas. "Purchase Order" means the written instructions of the Buyer to the Seller in respect of Goods and/or Services. "Price" means the price of the Goods specified in the Purchase Order (inclusive of VAT).
  2. Acknowledgements. The Buyer shall be bound by its order only
    - (i) If it is placed on its official Purchase Order duly sent by an authorised person.
    - (ii) If the Seller accepts it in writing within 14 days of the date of the order.These conditions are only terms and conditions on which the Buyer buys Goods or Services and override any other representations, terms and conditions stipulated, referred to or implied by the Seller, its employees, subcontractors or agents whether in any order or in any document or in any negotiation or discussion.
  3. Variations. Neither the Buyer nor the Seller shall be bound by any variations, waiver of, or addition to these conditions except as agreed by both parties in writing duly signed by an authorised person.
  4. Compliance, Quality and inspection.
    - (i) Every consignment must conform in all respects with the requirements as to material and Specification contained in the Purchase Order and, unless otherwise agreed, must also conform with any applicable BSI Standards.
    - (ii) The Seller shall ensure that in all respects (except by way of design or Specification where the Buyer has supplied the same) the Goods or Services comply with all relevant requirements of any statute, statutory rule or order, or other instrument having the force of law, which may be in force when the Goods or Services are delivered or performed as the case may be. In particular, the Seller represents that the Goods comply with European Union New and Global Approach Directives (including without limitation, the Noise Directive 2000/14/EC, the Machinery Directive 2006/42/EC, the Low Voltage Directive 73/23/EC, the Electromagnetic Compatibility Directive 93/68/EC, all as amended) and Harmonized Standards, including any transposed provisions into EU Member States' national legislation, and Seller shall submit associated documentation to the Buyer and to the surveillance authorities. Any Goods which are required to be CE marked shall be so marked, and where certificates of conformity or incorporation should be supplied these shall be provided to the Buyer at the same time as the Goods. The Goods shall conform in all respects with any requirements or standards (which must be identified) necessary or relied on to entitle the Goods to be so marked or certified.
    - (iii) Where any Goods or Services are supplied in connection with a part of any installation or assembly, the Seller shall ensure that the Goods or Services do not have any adverse impact on the safety of the installation or assembly as a whole, or on its compliance with any law, including but not limited to its compliance with any requirements related to CE marking.
    - (iv) Where the Buyer incorporates Goods into its own products, which are themselves CE marked, the Seller agrees that if the Buyer so requests the Seller will (subject to the Seller's right to refuse to disclose confidential information) assist the Buyer by supplying any information reasonably necessary to support the Seller's certification.
    - (v) Every consignment must pass the tests of the Buyer's inspector but such inspection shall not relieve the Seller of any obligations under the Purchase Order. Failure by the Buyer to inspect the Goods shall not relieve the Seller of any responsibility or liability with respect to such Goods. The Buyer reserves the right to inspect the materials to be used and the manufacture of the Goods at any time before delivery.
    - (vi) Any Goods which fail to pass such tests will be returned to the Seller at the Seller's expense and risk and must be immediately replaced by the Seller at its expense, in default of which Buyer shall have the option to cancel the Purchase Order in accordance with Condition 7 of the Conditions, either as to the Goods in question or as to the whole of the undelivered balance of Goods covered by the Purchase Order.
    - (vii) The Seller will indemnify the Buyer against loss of or damage to any Goods (and any consequential loss arising therefrom) the property in which remains the Buyer and which are delivered to the Seller for the purpose of the Purchase Order arising while such Goods are in the Seller's possession or before redelivery to the Buyer.
    - (viii) The Buyer shall have the right to inspect the Services performed by the Seller at any time. If in the opinion of the Buyer or his customer such Services have been performed unsatisfactorily, the Buyer shall have the option of:
      - (a) Permitting the Seller to rectify the work. All costs (including consequential costs and loss of profit to the Buyer) shall be borne by the Seller.
      - (b) Cancelling the order forthwith and obtaining a new subcontractor to complete it, in which event the seller shall fully co-operate in assisting the replacement to take over the contract and shall be liable for all additional costs incurred. In any event no payment to be made to the Seller until the contract has been satisfactorily completed and the final costs assessed.
  5. Delivery. The Goods are to be delivered and the Services are to be performed at the site address as specified in the Purchase Order or such other place as the Buyer shall notify to the Seller in writing.
  6. Indemnity. The Seller shall fully and effectively indemnify the Buyer, its employees, subcontractors and agents against all actions, costs, claims, demands, expenses and liabilities whatsoever in respect of personal injury to or the death of any person or in respect of any loss or destruction of or damage to property (or any consequential loss arising therefrom) to the extent that is not attributable to any act or neglect of the Buyer, its employees, subcontractors and agents but which shall have occurred in connection with any work executed by the Seller against an order or shall in whole or in part be attributed to some defect in the Goods.
  7. Force Majeure. The Buyer reserves the right at any time or from time to time to require the Seller to suspend any delivery or deliveries under, or the execution of any work covered by an order, to such extent and for such a period as in its absolute discretion it may consider expedient owing to any cause of whatsoever nature beyond its control or to any other unforeseen contingency.
  8. Cancellation.
    - (i) The Buyer reserves the right to cancel any Purchase Order in whole or in part if the Purchase Order or any consignment on account thereof is not completed in all respects in accordance with the instructions contained in the Purchase Order and with these conditions. For the purchase of the conditions time shall be the essence of the contract. In the event of the Buyer cancelling the Purchase Order as to all or any of the Goods it shall be entitled to purchase a like quantity of Goods of similar description and quality from another supplier and in the event the Seller shall be liable to reimburse the Buyer on demand with the cost of all expenditure incurred by the Buyer in connection with such cancellation including any increase in the price paid by the Buyer to such other Suppliers over the price stated in the Purchase Order.
    - (ii) The Buyer may at any time give written notice to Seller to terminate the Purchase Order forthwith and in such event the Buyer shall arrange to have paid and the Seller shall accept in settlement of all claims under the Purchase Order such sums as shall reasonably compensate the Seller for all work done and obligations assumed by it in performance of the Purchase Order prior to its termination and for all work done by it in giving effect to such termination.
  9. Damage or Loss in Transit. The Seller will repair or replace free of charge Goods damaged or lost in transit provided the Buyer shall give to the Seller written notification of such damage or loss as soon as reasonably practicable.
  10. Price and Payment.
    - (a) The price specified in the Purchase Order shall unless otherwise stated thereon include all charges for delivery and non-returnable packaging, but shall exclude all taxes and duties of any kind which either party may be required to pay (other than VAT).
    - (b) The price may not be altered at any time without written consent of the Buyer and in all instances where the price depends in whole or in part upon the Seller's costs, the Buyer shall have the right at all reasonable times to examine the Seller's books, records and other documents relating to the costs, expenses and technical aspects of providing the Goods and Services.
    - (c) Payment shall be made net cash on the terms set out in the Purchase Order or as previously agreed following the Buyer's receipt of the Seller's invoice, the receipt not being earlier than the date of delivery.
  11. Insurance of Buyer's Goods. The Seller shall insure in the joint names of the Buyer and Seller any material or property sent to the Seller by the Buyer for any purpose in connection with the contract against damage which may occur to it whilst in its custody or during transit.
  12. Buyer's Rights. Nothing in these conditions shall prejudice any condition or warranty (express or implied) or right or remedy to which the Buyer is entitled in relation to the Goods or the Services by virtue of statute or common law.
- The failure on the part of the Buyer to insist upon strict performance of any of the Terms and Conditions hereof, or the failure or delay to exercise any rights or remedies provided herein or by law or properly to notify the Seller in the event of a breach, or the acceptance of or payment for the Goods or the Services, shall not release the Seller from any of the warranties or obligations of the Purchase Order and shall not be deemed a waiver of any right of the Buyer to insist upon strict performance thereof or of any rights or remedies of the Buyer relating to the Goods or Services. Nor shall any purported oral modification or rescission of the Purchase Order by the Buyer operate as a waiver of any of the terms hereof.
13. Assignment. The Seller shall not assign or sub-contract the contract or any part thereof or any money to become due hereunder without the prior written consent of the Buyer. Any such permitted assignment or sub-contracting shall not relieve the Seller of any of his obligations under this agreement.
  14. Bankruptcy and Liquidation. If the Seller being an individual (or when the Seller is a firm, any partner in that firm) shall at any time become bankrupt, or shall have a receiving order or administration order made against him or shall make any composition or arrangement with, or for the benefit of his creditors, or shall make any conveyance or assignment for the benefit of his creditors or shall purport to do so, or if in Scotland he shall become insolvent or notified bankrupt, or any application shall be made under any Bankruptcy Act for the time being in force for sequestration of his estate, or a trust deed shall be granted by him on behalf of his creditors, or if the Seller, being a company, shall pass a resolution, or the court shall make an order

that the company shall be wound up (not being members' winding up for the purpose of reconstruction or amalgamation) or if a receiver, or manager on behalf of a creditor, shall be appointed, or if circumstances shall arise which entitle the court or a creditor to appoint a receiver or manager, or which entitle the court to make a winding-up order, then the Buyer shall be at liberty

(a) To cancel the order summarily by notice in writing without compensation to the Seller, or

(b) To give any such receiver or liquidator or other person the option of carrying out the contract.

(c) The exercise of any of the rights granted by the Buyer under sub-clause (1) hereof shall not prejudice or affect any right of action or remedy which shall have accrued or shall accrue thereafter to the Buyer.

15. Lien. The seller shall not claim any lien, attachment or other similar claim in connection with the materials and shall fully and effectively indemnify the Buyer against any and all his liens, attachments or other similar claims, sub-contractors or persons alleging to be sub-contractors in connection with the materials to be furnished hereunder.

16. Publicity. The seller shall obtain the Buyer's permission before disclosure by way of press release or otherwise to any third party anything which relates to the Goods or Services supplied except insofar as is necessary for the information of the Seller's suppliers.

17. Licences and Permits. The Seller shall at its own expense be responsible for ensuring that all statutory licences, consents or permits required for the purposes of performance of the Purchase Order in its entirety have been obtained and shall furnish to the Buyer upon request copies of any certificates or other documents evidencing compliance with all relevant laws, ordinances and regulations.

18. Patents, etc. The Seller shall protect, indemnify and hold harmless the Purchaser against any and all liability, loss or expense by reason of any claim, action or litigation in respect of any alleged or actual infringement of any patent, design, copyright, trademark or trade name, foreign or domestic, resulting from the use or resale of the Goods the subject matter of the Purchase Order or any part thereof.

19. Arbitration. All the disputes, differences or questions at any time arising between the parties as to the construction of the contract or as to any matter or thing arising out of the contract or in any connected therewith shall be referred to the arbitration of the single arbitrator who shall be agreed between the parties or who failing such agreement shall be appointed at the request of either party by the President for the time being of The Institute of Mechanical Engineers or the Institute of Electrical Engineers.

The arbitration shall be in accordance with the Arbitration Acts 1996 and any statutory modification or re-enactment thereof for the time being in force.

20. Law of Contract. Unless otherwise agreed the contract shall be subject to English Law.