



WW DIGITAL LIMITED

PURCHASE ORDER TERMS AND CONDITIONS OF WW DIGITAL LTD

By accepting this Standard Form of Purchase Order (hereinafter referred to as "the Order") the Vendor accepts the Terms and Conditions included herein, unless the Vendor notifies WW DIGITAL LIMITED (hereinafter referred to as "the Buyer") of the Vendor's objections.

1. ACKNOWLEDGMENT AND ACCEPTANCE OF ORDER

This Order constitutes an offer from the Buyer that is expressly limited to the Terms and Conditions contained herein. The Terms and Conditions of this Order are those that apply to the purchase of materials, items, products, components or services (hereinafter referred to as "Material"). All exhibits, attachments, technical specifications, drawings, notes, instructions, or information referenced in the Order are incorporated herein by reference. These Terms and Conditions control unless, they are specifically varied or contradicted by one of the following methods in the listed order of precedence; 1.) Varying terms on the face of this Order, 2.) A current existing Master Purchase Agreement, 3.) Another valid contract between WW Digital Ltd and the Vendor to which this Order applies. All other prior oral or written statements varying the Order are specifically rejected and disclaimed.

2. CHANGES/AMENDMENTS

The Buyer shall have the right at any time, by written notice, in the form of a Change Order, to the Vendor, to make any changes it deems necessary, including, but not limited to, changes in specifications, design, delivery, testing methods, packing or destination. If any such required changes cause an increase or decrease in the cost of or the time required for performance, an equitable adjustment shall be made in the contract price or delivery schedule, or both. Any claim by the Vendor for adjustment under this clause shall be deemed waived unless asserted in writing within ten (10) days from receipt by the Vendor of notice of change. Price increases, extensions of time for delivery and change in quantity shall not be binding on the Buyer unless evidenced by a form of Change Order issued and signed by the Buyer.

3. DELIVERY/FORCE MAJEURE

If any Material is not delivered by the date specified herein, the Buyer reserves the right, without liability, to cancel this Order as to any Material not yet shipped or tendered, and to purchase substitute Material and to charge the Vendor for any loss incurred. Oral cancellation notices, made by the Buyer or the Vendor, are effective when made, and can be confirmed in writing. Any provisions hereof for delivery by installment shall not be construed as making the obligations of the Vendor severable. The Buyer shall have the right to refuse deliveries made more than one week in advance of any delivery schedule appearing in this Order unless arrangements for such early delivery have been confirmed with the receiving party.

The Vendor shall notify the Buyer in writing promptly of any delays (however caused) and of any actual potential labor dispute which delays or threatens to delay the timely performance of this Order.

If the Vendor is unable to complete performance at the time specified for delivery hereunder, by reason of strikes, labor disputes, riot, war, fire or other causes beyond the Vendor's reasonable control, the Buyer, at his option, may elect to take delivery of Material hereunder in its unfinished state and to pay such proportion of the contract price as the work then completed bears to the total work hereunder and to cancel this Order without liability as to the balance of the Material covered hereunder.

4. TITLE AND RISK OF LOSS

Terms of shipping are F.O.B. the Buyer's delivery location unless otherwise noted within the terms of this Order.

5. PRICE/TAXES

Prices stated on the Order hereof are firm and shall remain firm until deliveries have been completed unless otherwise expressly agreed to in writing by both parties. The Vendor agrees that any price reduction made with respect to Material covered by this Order subsequent to placement will be applied to this Order. All prices specified herein include all charges for, but not limited to, inspection, and packaging. Prices set forth are exclusive of applicable sales, use, excise, value-added or similar taxes. The Buyer will furnish the Vendor with a tax exemption certificate upon request.

6. WARRANTIES

The Vendor warrants that any Material supplied hereunder shall conform to the generally recognized manufacturing and safety standards of the Vendor's industry in the United Kingdom and shall meet or exceed the Vendor's specifications on performance as detailed in the Vendor's brochures, sales literature and other specifications as may be available to the Buyer.

In addition to any other express or implied warranties, the Vendor warrants that the Material furnished pursuant to this Order will be: (a) free from defects in title, workmanship and material; (b) free from defects in design except to the extent that such items comply with detailed designs provided by the Buyer; (c) of merchantable quality and suitable for the purposes, if any, which are stated on this Order.

If any material covered by this Order is found not to be as warranted, the Buyer may, by written notice to the Vendor: (a) rescind this Order as to such non-conforming Material; (b) accept such Material at an equitable reduction in price; (c) reject such non-conforming Material and require the delivery of suitable replacements.

If the Vendor fails to deliver suitable replacements promptly, the Buyer, with notice of five business days, may replace or correct such Material and charge the Vendor the additional cost occasioned the Buyer thereby, or terminate this Order for default.

Any items corrected or furnished in replacement are subject to all the provisions of this article entitled WARRANTIES to the same extent as items initially furnished or originally ordered.

Cost of replacement, rework, inspection, repackaging and transportation of such corrected Material shall be at the Vendor's expense.

This warranty provision shall survive any inspection, delivery, acceptance, payment, expiration or earlier termination of this Order and such warranties shall run to the Buyer, its successors, assigns, employees, students, and users of the Material. Nothing herein,

however, shall limit the Buyer's rights in law or equity for damages resulting from delivery of defective goods or damage caused during the delivery of goods or provision of services.

Rights granted to the Buyer in this article entitled WARRANTIES are in addition to any other rights or remedies provided elsewhere in this Order or in Law.

7. INSPECTION AND ACCEPTANCE

The Vendor shall inspect all Material prior to shipment to the Buyer. All Material covered by this Order may be inspected and tested by the Buyer or its designee. If the Buyer so elects to inspect or test successful completion of such inspection and testing shall be a prerequisite to the Buyer's acceptance of the Material. If deemed necessary by the Buyer, the Vendor shall provide without charge, all reasonable facilities and assistance for such inspection and test.

Any inspection records relating to Material covered by this Order shall be available to the Buyer during the performance of this Order and for such longer periods as specified by the Buyer.

If any Material covered by this Order is defective or otherwise not conforming to the requirements of this Order, the Buyer may, by written notice to the Vendor: (a) rescind this Order as to such non-conforming Material; (b) accept such Material at an equitable reduction in price; (c) reject such non-conforming Material and require the delivery of suitable replacements. If the Vendor fails to deliver suitable replacements promptly, the Buyer, with notice of five business days, may replace or correct such Material and charge the Vendor the additional cost occasioned the Buyer thereby, or terminate this Order for default.

No inspection (including source inspection) test, approval (including design approval) or acceptance of Material shall relieve the Vendor from responsibility for defects or other failures to meet the requirements of this Order. Rights granted to the Buyer in this article entitled INSPECTION is in addition to any other rights or remedies provided elsewhere in this Order or in Law.

8. BUYER'S PROPERTY IN SELLER'S POSSESSION

All tools, special dies, molds, patterns, jigs and any other property furnished to the Vendor by the Buyer or specifically paid for by the Buyer for use in the performance of this Order shall be and remain the property of the Buyer; shall be subject to removal at any time upon the Buyer's demand; shall be used only in filling orders for the Buyer; shall be maintained in good order and condition and shall be clearly identified as the property of the Buyer. The Vendor assumes all liability for loss or damage to such property.

9. PATENT INDEMNITY

The Vendor agrees to indemnify, hold harmless and defend the Buyer, its employees, directors, officers, Agents and students with respect to all claims, suits, actions and proceedings of actual or alleged infringements of any Letter, Patent, Registered or Industrial Design, Trademark or Trade Name, Trade Secret, Copyright or other protected right in any country resulting from any sale, use or manufacture of any Material delivered hereunder and to pay and discharge all judgments, decrees, and awards rendered therein or by reason thereof and bear all expenses and legal fees (including the Buyer's) associated herewith. The Buyer reserves the right to be represented in any such action by its own counsel at its own expense.

10. INDEMNITY

The Vendor will indemnify, defend and hold the Buyer, its directors, officers, employees, agents and students harmless from any loss, expense, claim or damage including reasonable defense costs, arising from any claim or action based on any acts or omissions of the Vendor, its employees, servants, agents or subcontractors. The Buyer reserves the right to be represented in any such action by its own counsel at its own expense.

11. ASSIGNMENT/SUBCONTRACTING

The Vendor shall not assign this Order, any rights under this Order or any monies due or to become due hereunder nor delegate or subcontract any obligations or work hereunder without the prior written consent of the Buyer. No purported assignment or delegation by the Vendor shall be binding on the Buyer without such consent.

12. CANCELLATIONS

The Buyer may cancel this Order in whole or in part, for no cause, upon written, oral, FAX, or telex notice to the Vendor, effective when sent, provided such notice is sent at least fourteen (14) days prior to the delivery date specified on the face of this Order.

The Buyer may cancel this Order in whole or in part at any time for cause by written, oral, FAX, or telex notice to the Vendor, effective when sent, in the event that the Vendor: (a) fails to comply with any term or condition of this Order including, but not limited to, delivery terms; or (b) appoints a receiver, liquidator or trustee in bankruptcy or other similar officer over any or all of its property or assets; or (c) files a voluntary petition in bankruptcy; or (d) has had filed against it an involuntary petition in bankruptcy which remains in effect for thirty (30) days; or (e) voluntarily ceases trading; or (f) merges with or is acquired by a third party; or (g) assigns any of its rights or obligations under the Order to a third party without the Buyer's advance written consent.

Upon the occasion of any one of the aforesaid and in addition to any remedies which the Buyer may have in Law or in Equity, the Buyer may also cancel this order or any outstanding deliveries hereunder by notifying the Vendor in writing of such cancellation and the Vendor shall thereupon transfer title and deliver to the Buyer such work in progress or completed material as may be requested by the Buyer. The Buyer shall have no liability to the Vendor beyond payment of any balance owing for Material purchased hereunder and delivered to and accepted by the Buyer prior to the Vendor's receipt of the notice of termination, and for work in progress requested for delivery to the Buyer.

13. RESCHEDULING

The Buyer may without liability at least fourteen (14) days prior to the scheduled delivery date appearing on the Order defer delivery on any or every item under said Order by giving oral notice to the Vendor (confirmed in writing within ten (10) working days) of any necessary rescheduling.

14. PROPRIETARY INFORMATION/TITLE TO SPECIFICATIONS

All written information obtained by the Vendor from the Buyer in connection with this Order and which is identified as proprietary, including, but not limited to, any specifications, drawings, blueprints and software programs, shall remain the property of the Buyer, shall be used by the Vendor only to the extent necessary for performance of this Order and shall not be disclosed to any third parties without prior written consent of the Buyer.

The Vendor shall not make or authorize any news release, advertisement, or other disclosure which shall deny or confirm the existence of this Order without prior written consent of the Buyer except as may be required to perform this Order.

15. SHIPPING, PACKAGING AND LABELING

All Material purchased hereunder must be packed and packaged to ensure its safe delivery in accordance with good commercial practice and where incorporated, the Buyer's packaging specification.

The Vendor shall mark on all containers, handling and loading instructions, shipping information, part number, purchase order number and item number, quantity in box, shipment date, and names and addresses of the Vendor and the Buyer. An itemized packing list must accompany each shipment. Each packing slip shall include; this Order number, quantity, item description, order date, shipping date and delivery address, but shall not include pricing information.

All shipments of hazardous materials under this Order shall comply with current UK. Department of Transportation (DOT) regulations and the labeling shall meet the current UK.

16. THE VENDOR AS AN INDEPENDENT CONTRACTOR

The Vendor shall perform the obligations of this Order as an independent contractor and under no circumstances shall it be considered an agent or employee of the Buyer. The Terms and Conditions of this Order shall not, in any way, be construed as to create a partnership or any other kind of joint undertaking or venture between the parties hereto. The Vendor expressly waives any and all rights which may or may not exist to claim any relief under the Buyer's comprehensive insurance policy, worker's compensation or unemployment benefits.

17. STANDARDS OF CONDUCT

The Vendor must reassign its employees, agents and subcontractors working on the Buyer's premises if any such personnel are deemed to be disruptive, dangerous, incompetent, or otherwise noncompliant with reasonable conduct guidelines and WW Digital policies and procedures. At the Buyer's request, the Vendor will distribute publications supplied by the Buyer regarding the Buyer's policies, practices, and procedures, including, but not limited to, Affirmative Action and Sexual Harassment policies.

18. INVOICING/PAYMENTS/SET-OFFS

After each delivery of Material, pursuant to this Order, the Vendor shall send duplicate invoices including item number to the Buyer's Accounts Payable Department.

Payment of invoice shall not constitute acceptance of Material ordered and shall be subject to appropriate adjustment, if the Vendor failed to meet the requirements of this Order. The Buyer shall have right at any time to set-off any amounts due to the Vendor, (or any of its associated or affiliated companies) against any amounts owed by the Buyer with respect to this Order or any subsequent Order or any other contractual agreement between the parties hereto unless such set-off violates local law or regulations.

19. INSURANCE AND STATUTORY OBLIGATIONS

If any part of this Order involves the Vendor's performance on the Buyer's premises or at any place where the Buyer conducts operations, or with material or equipment furnished to the Vendor by the Buyer, the Vendor shall take all necessary precautions to prevent injury to persons or property during the progress of such work. The Vendor shall maintain public liability, personal injury, and property damage insurance and employer's liability and compensation insurance, in an amount determined by the Buyer to be appropriate, to protect the Buyer from said risks and from any statutory liabilities

whatsoever arising there from. The Vendor shall produce evidence of such insurance upon request by the Buyer.

20. WAIVER

The failure of the Buyer to insist in any instance upon the strict performance of any provision of this Order or to exercise any right or privilege granted to the Buyer hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

21. NOTIFICATION OF HAZARDOUS PRODUCT

The Vendor hereby agrees to notify the Buyer of any inherent hazard related to the Material being purchased herein that would expose the hazard during handling, transportation, storage, use, resale, disposal or scrap. Said notice shall be sent to the Buyer's Director of Purchasing and shall specify the product name and part number, the nature of the hazard, proper precautions that must be undertaken by the Buyer or others and any additional information that the Buyer should reasonably expect to know to protect its interest.

22. COMPLIANCE WITH LAWS

By acceptance of this Order, the Vendor agrees to comply with the requirements of Executive Order 11246, as amended, relating to Equal Employment Opportunity. The Vendor also agrees to comply with the Fair Labor Standards Act and the Occupational Safety and Health Act, and all other applicable federal, state, county, and local laws, ordinances, regulations and codes. Whether or not the Buyer provides a specification, if materials, services or containers furnished by the Vendor are required to be constructed, packaged, labeled or registered in a prescribed manner, the Vendor shall comply with the applicable federal, state, county and local laws, ordinances, regulations and codes. The Vendor further agrees to indemnify and hold the Buyer and its customers harmless from any loss or damage that may be sustained by the Buyer, by reason of the Vendor's failure to comply with any federal, state, county or local laws, ordinance, regulations and codes.

23. REPRODUCTION OF DOCUMENTATION

The Buyer shall have the right at no additional charge to use or incorporate all or portions of material found in the Vendor's literature and/or reproduce the Vendor's applicable literature such as operating and maintenance manuals, technical publications, prints, drawings, training manuals and other similar supporting documentation and sales literature. The Vendor agrees to advise the Buyer of any updated information relative to the foregoing literature and documentation with timely written notice.

24. LAW OF THE CONTRACT

This Order shall be governed by and interpreted in accordance with the laws of the Commonwealth. English Law and the jurisdiction of the English Courts apply.