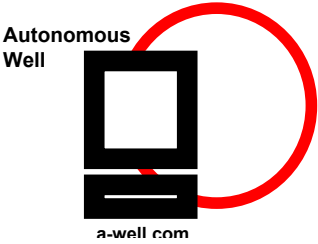


Quotation



<p>Customer:</p> <p>Your Ref:</p>	<p>Supplier:</p> <p>Autonomous Well W12 Rosemount, Charles Street Glasgow G21 2QA United Kingdom T: +44-141-552-2900</p> <p>This Quotation and all contracts for the sale and/or supply of goods and services shall be subject to our Terms and Conditions which appear overleaf</p> <p>Our Ref: productlist</p> <p>Date:</p> <p>Ship Terms: EXW-GLA</p> <p>Payment Terms: 30 Days</p> <p>Validity:</p> <p>Despatch: 8 weeks from receipt of order</p> <p>Commodity: OILWELL INSTRUMENTATION</p>
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Terms and Conditions

GENERAL

Products and services provided by The Autonomous Well Company Limited ("Company") are sold in accordance with these Terms and Conditions ("Terms"). Additional terms and conditions may be stipulated on any Company quotation and will be enforceable in addition to these Terms. These Terms shall apply to all contracts for the sale of products by the Company to the person, firm, company, organisation or other entity ("Purchaser") who or which buys or agrees to buy products from the Company ("products") and shall be to the exclusion of all other terms and conditions including any terms or conditions which the Purchaser may purport to apply under any purchase order, confirmation of order or similar document. These Terms constitute the entire understanding between the Purchaser and the Company with respect to the subject matter covered by the contract to purchase the products ("contract") and supersede all previous agreements and understandings between the parties. All orders for products shall be deemed to be an offer by the Purchaser to purchase products pursuant to these Terms. Acceptance of delivery of the products shall be deemed conclusive evidence of the Purchaser's acceptance of these Terms.

QUOTATIONS

Unless otherwise stated on the quotation provided by the Company, quotations are valid for 30 days. Quoted prices will be honored where the Purchaser places an order with the Company for all the quoted equipment and services within the 30 day period provided that the Company may, by giving notice to the Purchaser at any time up to 14 days before delivery EXW-GLA, increase the price of the products to reflect any increase in the cost to the Company which is due to factors occurring after the making of the contract of sale which are beyond the reasonable control of the Company (including, without limitation, foreign exchange fluctuations, taxes and duties and the cost of labour, materials and other manufacturing costs) provided that in such event the Purchaser may cancel this contract within 7 days of any such notice from the Company. Externally purchased services such as crating and shipping may be quoted on a 'Cost+' basis and any price on the quotation is an estimate only and does not necessarily reflect the total amount to be invoiced. Purchaser accepts that orders placed including such items will be paid in full by the purchaser upon provision of an invoice and supporting documentation from the Company.

All quotations are made ex-works Autonomous Well, Glasgow, United Kingdom ("EXW-GLA") except where stated otherwise on the quotation. No provision is made for packing, insurance or shipping unless stated in the quotation.

The Company shall not be liable for any loss or damage whatever due to failure by the Company to deliver the products (or any of them) promptly or at all. Notwithstanding that the Company may have delayed or failed to deliver the products (or any of them) promptly, the Purchaser shall be bound to accept delivery and to pay for the products in full provided that delivery is tendered at any time within 3 months of the delivery date quoted by the Company.

WARRANTY & WARRANTY LIMITATIONS

The quantity and description of the products shall be as set out in the Company's quotation. The Company warrants that the products supplied will at the time of delivery EXW-GLA correspond to the description given by the Company. All other warranties, conditions or terms relating to fitness for purpose, quality or condition of the products, whether express or implied by statute or common law or otherwise are excluded to the fullest extent permitted by law. Provided that nothing in this contract shall restrict or exclude liability for death or personal injury caused by the negligence of the Company. Except where contractually agreed by the Company with the Purchaser and approved by an officer of the Company, the Company warrants its products and services to be free from defects in workmanship and material under normal user and service for a period of 18 months from the date of shipment, or 12 months from the date of installation or first use or performance of the service, whichever is sooner. The Company's obligation under these warranty terms ("Warranty") shall be limited to repairing, including refurbishment and recalibration where required, any item returned to the original dispatch sales point (EXW-GLA). Repaired goods will have a return shipping point of EXW-GLA. Returned goods found not to be faulty under these warranty terms, a decision which is the sole judgment of the Company, will be inspected and repaired and an invoice will be raised to the Purchaser, with release of goods only upon settlement of any outstanding invoices.

This equipment is not authorized for use in a safety or safety critical application unless separately warranted by the Company. Any control functions implemented by the Purchaser using data provided by Company instruments must account for communications failure and loss of data. Company accepts no consequential liability for problems associated with loss of data from a Company instrument.

Warranty will be void if the product has been subject to misuse, use outside the specification, neglect, or has not been installed, maintained, serviced or upgraded according to Company instructions. Company reserves the right not to repair products which have been subject to misuse, use outside the specification, neglect, or has not been installed, maintained, serviced or upgraded according to Company instructions.

Warranty will be void where labelling has been changed and/or the equipment is misrepresented as being manufactured by the reseller except in circumstances where an OEM Supply Agreement exists between the Company and Purchaser. Warranty will be void if Company original manuals are not supplied to the end user or where Purchaser has modified such material without Company consent.

Company does not warrant against patent infringement when any of the products supplied are used individually in certain circumstances or applications outside the stated application for that product, or when used in combination with other equipment whether Company supplied or not.

The Company shall be under no liability whatever to the Purchaser for any indirect loss and/or expense (including loss of profit) suffered by the Purchaser arising out of a breach by the Company of this contract. In the event of any breach of this contract by the Company the remedies of the Purchaser shall be limited to damages. Under no circumstances shall the liability of the Company exceed the price of the products.

CLAIMS

All claims must be made in writing to Company stating serial number, Purchaser order number and order data. Items will only be inspected upon return to the delivery point, EXW-GLA unless otherwise stated in any contract between the Company and Purchaser.

PROPRIETARY RIGHTS

All rights to intellectual property in and to the products which includes but are not limited to engineering drawings, software source code, software compiled code, assembly methods, installation and operation instructions are and shall remain the property of Company and shall not be disclosed by the Purchaser to any third party without the Company's written consent. Where any designs or specifications have been supplied by the Purchaser for manufacture by the Company then the Purchaser warrants that the use of those designs or specifications for the manufacture, processing, assembly or supply of the products shall not infringe the rights of any third party.

TAXES/OTHER CHARGES

All quotations except where agreed in writing between an officer of the Company and Purchaser are EXW-GLA and do not include tax, duty or any other charges applicable to import to country of use, duty in transit regions or export from United Kingdom.

DELIVERY AND TITLE

Risk in the products shall pass to the Purchaser upon such delivery taking place to the shipper at Company or Company designated shipping point, whether shipper is acting on behalf of Company or Purchaser. Delivery point and terms are EXW-GLA (Incoterms 2000, ex works Glasgow, United Kingdom).

Company is in no way liable for loss, variation in shipping charges or consequential loss due to changes in delivery date during the period from order placement to actual delivery.

In spite of delivery having been made, property in the products shall not pass from the Company to the Purchaser, until the Purchaser shall have paid the price for the products in full and no other sums whatever shall be due from the Purchaser to the Company. Until property in the products passes to the Purchaser, the Purchaser shall hold the products and each of them in trust for the Company. The Purchaser shall store the products (at no cost to the Company) separately from all other products in its possession and marked in such a way that they are clearly identified as the Company's property. Notwithstanding that the products (or any of them) remain the property of the Company, the Purchaser may sell or use the products in the ordinary course of the Purchaser's business at full market value for the account of the Company. Any such sale or dealing shall be a sale or use of the Company's property by the Purchaser on the Purchaser's own behalf and the Purchaser shall deal as principal when making such sales or dealings. Until property in the products passes from the Company, the entire proceeds of sale or otherwise of the products shall be held in trust for the Company and shall not be mixed with other money or paid into any overdrawn bank account and shall be at all material times identified as the Company's money. Until such time as property in the products passes from the Company, the Purchaser shall upon request deliver up such of the products as have not ceased to be in

Terms and Conditions

existence or resold to the Company. If the Purchaser fails to do so the Company may enter upon any premises owned occupied or controlled by the Purchaser where the products are situated and repossess the products. On the making of such request the rights of the Purchaser under this contract shall cease.

PAYMENT

Except where stated in a quotation or agreed in writing between an officer of the Company and Purchaser payment terms are net 30 days. Time for payment shall be of the essence. Company reserves the right to charge interest on overdue invoices from the date when payment becomes due from day to day until the date of payment at the rate of 1.25% per month (or part thereof) and shall accrue at such a rate after as well as before any judgment.

If the Purchaser fails to make any payment on the due date then without prejudice to any of the Company's other rights the Company may in its sole discretion suspend or cancel deliveries of any products due to the Purchaser and/or appropriate any payment made by the Purchaser to such of the products (or products supplied under any other contract with the Purchaser) as the Company may in its sole discretion think fit.

Payments should be made via wire transfer to the noted accounts dependent upon invoice currency. Purchaser agrees to instruct their bank that Purchaser will pay all fees.

Invoice: GBE
Bank of Scotland
43, Comely Bank
Edinburgh,
EH4 1AF

Sort Code: 80-1105
Account Name: The Autonomous Well Company Limited
Account: 00106310

Invoice: US\$
Bank of Scotland
43, Comely Bank
Edinburgh, EH4 1AF,
United Kingdom

Swift Code: BOFSGB2S
Account Name: The Autonomous Well Company Limited
Account: 08015USD01

RETURN POLICY

Goods will be accepted back within 90 days of shipping date when returned to Company, Glasgow, United Kingdom when in new condition and will be subject to a 33% inspection, test and restocking fee. Company reserves the right to reject any part returned. The Purchaser shall be deemed to have accepted the products after such 90-day period. After acceptance, the Purchaser shall not be entitled to reject products which are not in accordance with the contract.

PURCHASER REMEDIES

Where the Purchaser rejects any products then the Purchaser shall have no further rights whatever in respect of the supply to the Purchaser of such

products or the failure by the Company to supply products which conform to the contract of sale. Where the Purchaser accepts or has been deemed to have accepted any products then the Company shall have no liability whatever to the Purchaser in respect of those products. The Company shall not be liable to the Purchaser for late delivery or short delivery of the products.

PURCHASER CONFLICTING PROVISIONS

These terms have priority over Purchaser terms unless agreed in writing between an officer of Company and the Purchaser.

DEFAULT

If the Purchaser fails to make payment for the products in accordance with this contract or commits any other breach of this contract or if any distress or execution shall be levied upon any of the Purchaser's goods or if the Purchaser offers to make any arrangement with its creditors or if any bankruptcy petition is presented against the Purchaser or the Purchaser is unable to pay its debts as they fall due or if being a limited company any resolution or petition to wind up the Purchaser (other than for the purpose of amalgamation or reconstruction without insolvency) shall be passed or presented or if a receiver, administrator, administrative receiver or manager shall be appointed over the whole or any part of the Purchaser's business or assets or if the Purchaser shall suffer any analogous proceedings under foreign law all sums outstanding in respect of the products shall become payable immediately. The Company may in its absolute discretion and without prejudice to any other rights which it may have (1) suspend all future deliveries of products to the Purchaser and/or terminate the contract without liability upon its part and/or (2) exercise any rights arising under this contract where title to the products has not passed to the Purchaser.

GENERAL

All headings are for ease of reference only and shall not affect the construction of this contract. Any provision of this contract which is or may be void or unenforceable shall to the extent of such invalidity or unenforceability be deemed severable and shall not affect any other provision of this contract. No waiver or forbearance by the Company (whether express or implied) in enforcing any of its rights under this contract shall prejudice its right to do so in the future. The Company may licence or sub-contract all or any part of its rights and obligations under this contract without the Purchaser's consent. Save for the Purchaser's obligation of payment under this contract, neither party shall be liable for any default due to any act of God, war, civil disturbance, malicious damage, strike, lockout, industrial action, fire, flood, drought, extreme weather conditions, compliance with any law or governmental order, rule, regulation, direction or other circumstance beyond the reasonable control of either party ('Force Majeure Event') provided that each party shall give notice forthwith to the other upon becoming aware of a Force Majeure Event, the notice to specify details of the circumstances giving rise to the Force Majeure Event.

NOTICES

Any notice under or in connection with this contract shall be in writing and shall be served by first class post or by hand on the party or sent by recorded delivery or e-mail at or to the address of the party set out in the quotation or at or to such other address as may be subsequently notified by one party to the other. In the absence of evidence of earlier receipt any notice shall be deemed to be duly served (1) if delivered personally when left at such address (2) if sent by recorded delivery 3 days after posting and (3) if sent by e-mail, when received.

LAW

The parties submit to the exclusive jurisdiction of the courts of Scotland and irrevocably agree that proceedings issued out of the said courts may without prejudice to the rules of service of such courts be served on them by delivering such proceedings in an envelope addressed to the party to be served at the address for such party set out in this contract.

**END