

Apollo Blasting Ltd, Standard Terms & Conditions of Sale

1. Offer and Acceptance:

Apollo Blasting ('Apollo') offers to sell its products in accordance with the terms and conditions set forth herein. Acceptance of this offer is expressly limited to such terms. Apollo hereby objects to and rejects any additional or different terms proposed by Purchaser, including those contained in Purchaser's purchase order.

2. Title and Delivery:

All equipment is the ownership of Apollo Blasting Ltd until paid for in full, Apollo's standard shipping terms are ex-works, Apollo Blasting Ltd, unless otherwise stated. Shipments outside the United Kingdom shall be delivered F.C.A. Purchaser's designated carrier. Title and liability for loss or damage shall pass to purchaser upon Apollo's delivery to Purchaser's designated carrier. Any subsequent loss or damage shall not relieve Purchaser from its obligations. Purchaser shall reimburse Apollo for insurance and transportation costs on international shipments and shall be responsible for all import duties and taxes.

3. Force Majeure:

Apollo shall not be in breach of this Contract and shall not be liable for any non-performance or delay in performance if such non-performance or delay is due to a force majeure event or other circumstances beyond Apollo's reasonable control.

4. Warranties and Related Remedies:

4.1 Apollo warrants its products as stated in the warranty supplied with said products and/or as found in the literature related to said products.

4.2 If any Apollo components fail to conform to the warranty of the product, Apollo's sole liability shall be at its option to repair or replace such components or credit Purchaser's account for such components. If Apollo elects to repair or replace such components, Apollo shall have a reasonable time to repair such components or provide replacements. Repaired components shall be warranted for the remainder of the original warranty period. Replaced components shall be warranted for a new full warranty period.

4.3 Alteration, modification, misuse and/or abuse of the product(s) may result in voiding of any and all warranties offered or implied.

4.4 Except as set forth above, Apollo products are provided 'as is' and 'with all faults.' Apollo disclaims all other warranties, express or implied, regarding such products, including but not limited to any implied warranties of merchantability or fitness for a particular purpose.

5. Limitations and Damages Disclaimer:

5.1 General Limitations. in no event shall Apollo be liable for any special, collateral, indirect, punitive, incidental, consequential, or exemplary damages in connection with or arising out of this contract or the use of the goods provided hereunder, regardless of whether Apollo has been advised of the possibility of such damages.

5.2 Specific Limitations. in no event shall Apollo's aggregate liability from any warranty, indemnity, or other obligation arising out of or in connection with this contract, or any use of any Apollo product provided hereunder, exceed the total amount paid to Apollo for the particular products sold under this contract.

6. Indemnification

6.1 Purchaser shall, to the extent authorized under the Constitution and laws of the United Kingdom, indemnify and hold Apollo harmless from liability resulting from the negligent acts and/or omissions of Purchaser, its agents or employees pertaining to the operation, use, sale, rental and/or ownership of the product(s) under this contract; provided, however, that Purchaser shall not hold Apollo harmless from claims arising out of the negligence or wilful misconduct of Apollo, its officers, agents, or employees.

6.2 Purchaser agrees to assume responsibility for any claim or actions based on or arising out of injuries, including death, to persons or damages to or destruction of property, sustained or alleged to have been sustained as a result of Purchaser's negligence in the operation, use, sale, rental and/or ownership of the product(s) under this Contract. Purchaser further agrees to indemnify and hold harmless Apollo, its representatives and/or its employees with respect to any such claim or actions, and Purchaser agrees to defend any such claim or actions brought against Apollo, its representatives and/or its employees.

6.3 To the extent Purchaser alters, modifies, misuses, and/or abuses the products sold by Apollo in Purchaser's operation, use, sale, rental and/or ownership of the product(s) under this contract, and said alterations, modifications, misuse and/or abuse cause injuries, including death, or damages to or destruction of property, Purchaser further agrees to indemnify and hold harmless Apollo, its representatives and/or its employees with respect to any such claim or actions related to said personal injuries and/or damages, and Purchaser agrees to defend any such claim or actions brought against Apollo, its representatives and/or its employees.

7. Governing Law:

This contract shall be governed by and interpreted in accordance with the laws of the United Kingdom (Northern Ireland), without reference to conflict-of-laws principles. If for any reason a court of competent jurisdiction finds any provision of this contract to be unenforceable, that provision will be enforced to the maximum extent possible to effectuate the intent of the parties, and the remainder of this contract will continue in full force and

effect. Purchaser agrees that jurisdiction for any dispute arising out of or relating to this contract lies within courts located in the United Kingdom.

8. Entire Agreement:

This contract constitutes the entire agreement between the parties relating to the sale of the products and supersedes all previous communications, representations, or agreements, either oral or written, with respect to the subject matter hereof.