TERMS AND CONDITIONS

1. GENERAL

All orders are accepted and goods supplied subject to the following express terms and conditions. These conditions may not be modified or varied unless DEVTEON Ltd. agrees in writing, and the company shall not be deemed to accept such other conditions nor waive any of these conditions by failing to object to provisions contained in any purchase order or other communications from the buyer.

No person has authority on behalf of the company to vary any condition except a company director and then only in writing signed by a company director or the company secretary. No binding contract shall be created until the company has indicated its acceptance of an order in writing.

2. DEFINITIONS

The "COMPANY" shall mean DEVTEON Ltd.

The "CLIENT" shall mean the party wishing to purchase software products from the Company and to whom the proposal, quotation and acceptance is addressed.

The "GOODS" shall mean the software or service to be supplied by the Company.

3. PRICES

Terms and Conditions: Prices, notwithstanding any price specified in the Company's quotation or in the Purchase Order, or in any acceptance issued by the Company, it is understood between the parties that prices shall be those prevailing at the date of delivery of the goods/Service.

Any query by the Client of any invoice rendered by the Company must be made within twenty eight days of the invoice or the parties agree that such invoices shall be deemed accepted and any discrepancies waived.

4. PAYMENT

All goods including custom software are supplied on cash on delivery terms of payment unless otherwise agreed in writing by an officer of the Company.

No receipts will be issued against payments by cheque unless specifically requested.

The company, at its discretion, reserves the right to implement charges (including interest charges) on accounts outstanding beyond the time specified in this condition. A surcharge of 5% of the value of the goods/service ordered may be Implemented if the payment due remains outstanding for a period of greater than 35 days after the date of the company's invoice. The rate of interest charged shall be 2% per month from the due date until payment is made.

The company can exercise this right in addition to any other rights it may have in respect of the goods/service non-payment.

5. CREDIT

All contracts are subject to the company's terms and conditions and the company being satisfied as to the buyer's credit worthiness and without generality to the foregoing. The company may, in its absolute discretion having informed the buyer that the goods/service are ready for delivery, refrain from delivering the goods until such time as the buyer renders the purchase money to the company in a form satisfactory to the company.

6. COPYRIGHT

All specifications, proposals, quotations and any information provided by the company to the client are subject to the company's terms and conditions and shall remain the exclusive property of the company and shall not be disclosed by the client to any third party without the prior written consent of the company.

All right, title and interest including, but not limited to, copyright and other intellectual property rights in any software (including but not limited to all VB, VB.NET, C, C++, html, asp, aspx, dll, graphic/image, and text files) are owned by the Company.

The Company retains all rights not expressly granted herein.

You may not redistribute, sell, decompile, reverse engineer, or disassemble any software or materials that is provided by the company without explicit written permission from the Company.

The Company reserves the right to refuse permission to use its software product to any individual or company for any reason, and may do so without notice.

7. SOFTWARE LICENCE

Each copy of any Software supplied by the company must have it's own (separate) license and be registered with DEVTEON Ltd. In line with the company's terms and conditions the Client is not permitted to make copies of any such software without first purchasing the appropriate additional licenses. If a "server" license is purchased for software, the software is considered licensed only when it resides on the licensed server, which must be registered with the Company.

Each server license is issued to one (1) physical computer/server. Each server that contains the software, or any portion thereof, must have its own license. Server licenses are not equivalent to individual licences, meaning the software must remain on the licensed server at all times.

8. LIABILITY

The company shall not be liable for indirect loss or Third Party Claims occasioned by delay in the supply of goods/service or software for any loss to the client arising from delay in transit or late delivery.

Where the goods, service, training or software are defective for any reason, including negligence, the company's liability (if any) shall be limited to rectify any such defect.

9. CONFIDIENTIALITY

These terms and conditions are absolute, during the provision of Services by the Company to the Client and during any discussions between the parties prior to the provision of any services and for a period of twelve months following the completion of any services provided by The Company to the Client, each party shall treat as confidential all information obtained from the other party which is expressly marked as confidential or which is manifestly of a confidential nature and shall not divulge such information to any person (except to such party's own

employees) without the other party's prior written consent. However, a party will not be prohibited by reason of this Clause from complying with disclosure required by law if:

- where possible without breaching any legal or regulatory requirement, it gives the other party advance notice of the disclosure requirement and
- it co-operates with the other party in seeking to oppose, minimise or obtain confidential treatment of the requested disclosure.

Notwithstanding anything to the contrary contained in this Proposal, neither party will be obliged to treat as confidential any information disclosed by the other party which:

- is or has been independently developed by the recipient;
- is or becomes generally available to the public other than as a result of a breach of an obligation under this Proposal, or
- is acquired from a third party who owes no obligation of confidence in respect of the information.

10. CANCELLATION

If the Client seeks to rescind a contract of sale, the company reserves the right to charge the client for cost's incurred by the company to date under the contract of sale as follows:

The Company reserves the right to charge the Client for all costs incurred on work including sub-contract work carried out to the date of cancellation.

11. RISK AND TITLE

The goods shall be at the clients risk as from delivery. Inspite of delivery being made title of the goods or services supplied remains with the Company until all invoices or goods relating to the services are paid for in full plus taxes and no other sums whatsoever shall be due from the client to the company.

12. FORCE MAJEURE

Every effort shall be made to carry out the contract but its true performance is subject to cancellation by the company or to such variation as it may find necessary as a result of inability to secure labour, materials or supplies or as a

result of any act of God, War, Strike, or other labour dispute, Fire, Flood, Legislation, or other cause beyond the company's control.