

**TERMS AND CONDITIONS  
FOR GOODS AND SERVICES OF MOTIONTOUCH LIMITED**

**1. Application of Conditions**

- 1.1 The Supplier shall supply and the Client shall purchase the Goods and/or Services in accordance with the Contract.
- 1.2 The Contract shall be to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Client.

**2. Definitions and Interpretation**

- 2.1 In these Conditions:-

|                                       |  |
|---------------------------------------|--|
| <b>"Business Day"</b>                 | means any day other than a Saturday, Sunday or Bank Holiday;   |
| <b>"the Client"</b>                   | means the individual and or company who accepts a quotation or offer of the Supplier for the sale of the Goods and or supply of the Services, or whose order for the Goods and Services is accepted by the Supplier;   |
| <b>"Commencement Date"</b>            | means the commencement date for this agreement as set out in the Agreement for Goods or Services   |
| <b>"the Contract"</b>                 | means the Contract for the purchase and Sale of the Goods and or the Supply of the Services subject to these conditions incorporating any Agreement for Goods and Services , Specification Document, Change Request form, Quotation or other document provided by the Supplier to the Client referring to the delivery of the Goods or Services; |
| <b>"these Conditions"</b>             | means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Client and the Supplier;  |
| <b>"the Delivery Date"</b>            | means the date on which the Goods and Services are to be delivered as provided for in the Contract.  |
| <b>"the Goods"</b>                    | means the Goods (including any instalment of the goods or any parts for them) which the Supplier is to supply in accordance with the Contract;   |
| <b>"month"</b>                        | means a calendar month;  |
| <b>"the Services"</b>                 | means the Services to be provided to the Client as set out in the Contract   |
| <b>"the Supplier"</b>                 | means MotionTouch Limited a company registered in England under 3520721;   |
| <b>"Intellectual Property Rights"</b> | Means all patents registered or unregistered, designs copyright trademarks know-how and all other forms of intellectual property wherever in the world   |
| <b>Glossary of Terms</b>              | Annexed hereto is a glossary of terms which may be used in negotiations for clarification of meanings and which form part of the Contract  |

- 2.2 Any reference in these Conditions to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.
- 2.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

**3. Basis of Sale and Service**

- 3.1 The Supplier's employees or agents are not authorised to make any representations concerning the Goods and Services unless confirmed by the Supplier in writing as authorised by a Director. In entering into the Contract the Client acknowledges that they do not rely on, and waives any claim for breach of, any such representations which are not so confirmed.
- 3.2 No variation to these Conditions shall be binding unless agreed in writing between the authorised representatives of the Client and the Supplier.
- 3.3 Before the commencement of the Contract the Supplier shall submit an Agreement for Goods or Services to the Client which shall specify the Services or Goods to be supplied and the price payable. Any typographical, clerical or other accidental errors or omissions in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Supplier shall be subject to correction without any liability on the part of the Supplier.
- 3.4 The Supplier shall use all reasonable endeavours to complete its obligations within the estimated time but time shall not be of the essence in the performance of any obligations.

**4. The Goods**

- 4.1 No order submitted by the Client shall be deemed to be accepted by the Supplier unless and until confirmed in writing by the Supplier's authorised representative.
- 4.2 The Specification for the Goods shall be those set out in the Contract. For the avoidance of doubt descriptions specifications or illustrations contained in any catalogues, brochures, price lists, websites, videos, DVDs or other sales or marketing literature issued by the Supplier are intended as a guide only and shall not be binding on the Supplier and no representation whether written or oral shall form part of any agreement unless contained in the Contract.
- 4.3 The Supplier reserves the right to make any changes in the Specification of the Goods which are required to conform with any applicable safety or other statutory or regulatory requirements or, where the Goods are to be supplied to the Supplier's specification, which do not materially affect their quality or performance.
- 4.4 No order which has been accepted by the Supplier may be cancelled by the Client except with the agreement in writing of the Supplier on the terms that the Client shall indemnify the Supplier in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Supplier as a result of cancellation.
- 4.5 The Supplier shall use all reasonable endeavours to complete its obligations under the Contract but time will not be of the essence in the performance of their obligations
- 4.6 Where appropriate in the delivery of the Goods and where so provided in the Contract the Supplier will arrange for the delivery of samples. Unless otherwise provided in writing there will be two deliveries, the cost of which will be within the Specification Documents. In the event that further deliveries of samples are required because of tooling revisions or for reasons involved in the manufacturing processes then the costs thereof shall be paid by the Client upon notice and presentation of an invoice. Where that the Client requires additional deliveries of samples or the Client requires the samples to be delivered by more expensive carriers than those quoted by the Supplier then all costs relating thereto shall

be paid by the Client upon notice and presentation of an invoice.

- 4.7 Any quotation for the cost of shipping or delivery does not, unless otherwise stated, include customs duties and inspections or any other fees or taxes payable to governmental bodies which are the responsibility of the Client.
- 4.8 Where so provided in the Contract there is a figure for any delivery cost given to the Client, this will be based on a quotation obtained by the Supplier on the day it is obtained plus a management charge for the work incurred in organising monitoring and managing the delivery. The Delivery cost given will only be an estimate and may be subject to an increase or decrease by the time of delivery. In the event that additional charges are incurred as a result of additional items being included then that the additional cost is also payable by the Client to the Supplier within 7 days of receipt of an invoice for the same.
- 4.9 The Supplier warrants that the Goods will conform to the Contract but give no warranty as to any issues with the Goods which may arise as a result of field testing for which the Supplier is not responsible and which it is expressly agreed is the Clients responsibility to carry out.
- 4.10 The Returns Policy for the Goods after Manufacture is available from the Supplier.

## 5. **The Services**

- 5.1 With effect from the Commencement Date the Supplier shall in consideration of the Price being paid in accordance with the Contract provide the Services expressly identified in the Contract.
- 5.2 The Supplier will use reasonable care and skill to perform the Services identified in or otherwise agreed under the Contract.
- 5.3 The Supplier shall use all reasonable endeavours to complete its obligations under the time schedule but time will not be of the essence in the performance of these obligations.
- 5.4 Where appropriate in the delivery of the Services and where so provided in the Contract the Supplier shall arrange for the delivery of samples. Unless otherwise provided in writing there will be two deliveries, the cost of which will be within the Contract. In the event that further deliveries of samples are required because of tooling revisions or for reasons involved in the manufacturing processes then the costs thereof shall be paid by the Client upon notice and presentation of an invoice. Where that the Client requires additional deliveries of samples or the Client requires the samples to be delivered by more expensive carriers than those quoted by the Supplier then all costs relating thereto shall be paid by the Client upon notice and presentation of an invoice.
- 5.4 Any quotation for the cost of shipping or delivery does not, unless otherwise stated, include customs duties and inspections or any other fees or taxes payable to governmental bodies which are the responsibility of the Client.
- 5.5 Where so provided in the Contract, there is a figure for any delivery cost given to the Client this will be based on a quotation obtained by the Supplier on the day it is obtained plus a management charge for the work incurred in organising monitoring and managing the delivery. The Delivery cost given will only be an estimate and may be subject to an increase or decrease by the time of delivery. In the event that additional charges are incurred as a result of additional items being included then that the additional cost is also payable by the Client to the Supplier within 7 days of receipt of an invoice for the same.

## 6. **Price**

- 6.1 The Price of the Goods and Services shall be the price listed in Contract current at the date of acceptance of the Client's order or such other price as may be agreed in writing by the Supplier and the Client.
- 6.2 The Supplier reserves the right, by giving notice to the Client at any time before delivery,

to increase the price of the Goods and Services to reflect any increase in the cost to the Supplier which is due to any factor beyond the control of the Supplier (such as, without limitation, any foreign exchange fluctuation currency regulation, alteration of duties, costs of the acquisition of raw materials, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods and services which are requested by the Client, or any delay caused by any instructions of the Client or failure of the Client to give the Supplier adequate information or instructions.

- 6.3 The Price is exclusive of any applicable value added tax excise, sales or taxes or levies of a similar nature which are imposed or charged by any competent fiscal authority in respect of the Goods and Services, which the Client shall be additionally liable to pay to the Supplier.

## **7. Payment**

- 7.1 The Supplier shall invoice the Client in accordance with the Contract in advance and all payments required to be made pursuant to the Contract shall be made within 28 days of the date of the relevant invoice, without any set-off, withholding or deduction except such amount (if any) of tax as that party is required to deduct or withhold by law.
- 7.2 The time of payment shall be of the essence in these terms and conditions. If the Client fails to make any payment on the due date in respect of the price or any other sum due under these terms and conditions then the Supplier shall, without prejudice to any right which the Supplier may have pursuant to any statutory provision in force from time to time, have the right to charge the Client interest on a daily basis at an annual rate equal to the aggregate of 3% per cent above the base rate of The Bank of England from time to time on any sum due and not paid on the due date. Such interest shall be calculated cumulatively on a daily basis and shall run from day to day and accrue after as well as before any judgement.
- 7.3 All payments shall be made to the Supplier as indicated on the form of acceptance or invoice issued by the Supplier.
- 7.4 In the event that the Clients procedures require an invoice to be submitted against a purchase order for payment then the Client shall be responsible for the issue of such a purchase order before the Goods and/or services are supplied.

## **8. Tooling**

- 8.1 Title and Risk in any tooling created under the Contract shall, pass to the Client once payment in full has been received by the Supplier. The cost of moving the tooling if so required shall be at the Clients cost and risk.

## **9. Delivery and Performance**

- 9.1 Delivery of the Goods shall be made by the Supplier delivering the Goods to the placespecified in the Contract.
- 9.2 The Delivery Date is approximate only and time shall not be of the essence and the Supplier shall not be liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods and/or Services.
- 9.3 If the Client fails to take delivery of the Goods or any part of them on the Delivery Date and/or fails to provide any instructions, documents, licences, consents or authorisations required to enable the Goods to be delivered on that date, the Supplier shall be entitled upon given written notice to the Client to store or arrange for the storage of the Goods and then notwithstanding the provision of Condition 10.1 of these Conditions risk in the Goods shall pass to the Client, delivery shall be deemed to have taken place and the Client shall pay to the Supplier all costs and expenses including storage and insurance charges

arising from such failure.

- 9.4 The Client is deemed to accept the goods upon delivery having previously been provided with a Quality Control Report FRI and samples of the Goods prior to delivery.

**10. Non-Delivery of Goods and Services**

If the Supplier fails to deliver the Goods or Services and any of them on the Delivery Date other than for reasons outside the Supplier's reasonable control or the Client's or its carrier's fault then if the Supplier delivers the Goods and Services at any time thereafter the Supplier shall have no liability in respect of such late delivery.

**11. Risk and Retention of Title**

- 11.1 Risk of damage to or loss of the Goods shall pass to the Client :

11.1.1 in the case of Goods to be delivered at the Supplier's premises, at the time when the Supplier notifies the Client that the Goods are available for collection;

11.1.2 in the case of Goods to be delivered otherwise than at the Supplier's premises, at the time of delivery or, if the Client wrongfully fails to take delivery of the Goods, the time when the Supplier has tendered delivery of the Goods; or

- 11.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, legal and beneficial title of the Goods shall not pass to the Client until the Supplier has received in cash or cleared funds payment in full of the price of the Goods.

- 11.3 Sub-clause 10.2 notwithstanding, legal and beneficial title of the Goods shall not pass to the Client until the Supplier has received in cash or cleared funds payment in full of the price of the Goods

- 11.4 Until payment has been made to the Supplier in accordance with these Conditions and title in the Goods has passed to the Client, the Client shall be in possession of the Goods as bailee for the Supplier and the Client shall store the Goods separately and in an appropriate environment, shall ensure that they are identifiable as being supplied by the Supplier and shall insure the Goods against all reasonable risks.

- 11.5 In the event that the Client sells or transfers the Goods to a third party before legal and beneficial title has passed to him under these Conditions, the proceeds of the sub-sale or transfer (or such proportion as is due to the Supplier) shall be held by the Client on behalf of the Supplier. The Client shall ensure that such moneys are held separately from, and are in no way mixed with, any other moneys or funds, and that all moneys held on the Supplier's behalf are identified as such.

- 11.6 The Supplier may, in accordance with the provisions of the Companies Act 1985, register any charge created by these Conditions.

- 11.7 The Client shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the goods which remain the property of the Supplier, but if the Client does so all money owing by the Client to the Supplier shall (without prejudice to any other right or remedy of the Supplier) forthwith become due and payable.

- 11.8 The Supplier reserves the right to repossess any Goods in which the Supplier retains title without notice. The Client irrevocably authorises the Supplier to enter the Client's premises during normal business hours for the purpose of repossessing the Goods in which the Supplier retains title and inspecting the Goods to ensure compliance with the storage and identification requirements of sub-clause 10.4.

- 11.9 The Client's right to possession of the Goods in which the Supplier maintains legal and beneficial title shall terminate if;

11.9.1 The Client enters into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with his creditors;

- 11.9.2 The Client is or becomes the subject of a bankruptcy order or takes advantage of any other statutory provision for the relief of insolvent debtors;
- 11.9.3 The Client convenes any meeting of its creditors, enters into voluntary or compulsory liquidation, has a receiver, manager, administrator or administrative receiver appointed in respect of its assets or undertaking or any part thereof, any documents are filed with the court for the appointment of an administrator in respect of the Client, notice of intention to appoint an administrator is given by the Client or any of its directors or by a qualifying floating charge-holder (as defined in paragraph 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for the winding up of the Client or for the granting of an administration order in respect of the Client, or any proceedings are commenced relating to the insolvency or possible insolvency of the Client.

## 12. **Assignment**

- 12.1 The Supplier may assign the Contract or any part of it to any person, firm or company.
- 12.2 The Client shall not be entitled to assign the Contract or any part of it without the prior written consent of the Supplier.

## 13. **Client Obligations.**

- 12.1 To enable the Supplier to perform its obligations under this Contract the Client shall:
- 12.1.1 act reasonably and co-operate with the Supplier;
  - 12.1.2 provide the Supplier with any information reasonably required by the Supplier;
  - 12.1.3 obtain all necessary permissions and consents which may be required before the commencement of the Services;
  - 12.1.4 comply with such other requirements as may be set out in the Specification Document or otherwise agreed between the parties.
- 12.2 The Client shall be liable to compensate the Supplier for any expenses incurred by the Supplier as a result of the Client's failure to comply with Clause 12.1.
- 12.3. Without prejudice to any other rights to which the Supplier may be entitled, in the event that the Client unlawfully terminates or cancels the Goods and Services agreed to in the Contract, the Client shall be required to pay to the Supplier as agreed damages and not as a penalty the full amount of any third party costs to which the Supplier has committed and in respect of cancellations on less than five working days' written notice the full amount of the Goods and Services contracted for as set out in the Contract, and the Client agrees this is a genuine pre-estimate of the Supplier's losses in such a case. For the avoidance of doubt, the Client's failure to comply with any obligations under Clause 12.1 shall be deemed to be a cancellation of the Goods and Services and subject to the payment of the damages set out in this Clause.
- 12.4 In the event that the Client or any third party, not being a sub-contractor of the Supplier, shall omit or commit anything which prevents or delays the Supplier from undertaking or complying with any of its obligations under this Contract, then the Supplier shall notify the Client as soon as possible and:
- 12.4.1. the Supplier shall have no liability in respect of any delay to the completion of any project;

12.4.2 if applicable, the timetable for the project will be modified accordingly;

12.4.3 the Supplier shall notify the Client at the same time if it intends to make any claim for additional costs.

12.5 The Client warrants that they have Intellectual Property Rights to allow the Supplier to develop the Goods and shall indemnify the Supplier against any claims by third parties in the execution of the Contract.

12.6 The Client warrants that they have carried out sufficient investigations to ensure that any instructions for the artwork on the Goods and any packaging for the same comply with statutory requirements including compliance with any EU directive including but not limited to WEEE Directive (2002/95/EC) and indemnify the Supplier for any acts claims or omissions in respect thereof.

12.7 The Client warrants that as the Producer of the Goods they will be responsible for Product Liability Insurance required for the sale and distribution of the same.

12.8 Unless otherwise specifically agreed, the Client shall be responsible for carrying out field testing of the Goods

#### 14. **Independent Contractors**

13.1 The Supplier and the Contractor are contractors independent of each other, and neither has the authority to bind the other to any third party or act in any way as the representative of the other, unless otherwise expressly agreed to in writing by both parties.

13.2 The Supplier may, in addition to its own employees, engage sub-contractors to provide all or part of the Services being provided to the Client and such engagement shall not relieve the Supplier of its obligations under this Contract or any applicable Contract

#### 15. **Client's Default**

15.1 If the Client fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to:-

15.1.1 cancel the order or suspend any further deliveries of Goods and Services to the Client;

15.1.2 appropriate any payment made by the Client to such of the Goods and Services (or the goods supplied under any other contract between the Client and the Supplier) as the Supplier may think fit (notwithstanding any purported appropriation by the Client); and

15.2 This condition applies if:-

15.2.1 the Client fails to perform or observe any of its obligations hereunder or is otherwise in breach of the Contract; or

15.2.2 the Client becomes subject to an administration order or makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation; or

15.2.3 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Client; or

15.2.4 the Client ceases, or threatens to cease, to carry on business; or

15.2.5 the Supplier reasonably apprehends that any of the events mentioned above is about to occur in relation to the Client and notifies the Client accordingly.

- 15.3 If Condition 14.2 applies then, without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Client, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous Contract or arrangement to the contrary.
- 15.4 In the event that the Client commits an act or omission which leads to a repudiatory breach of contract, the Supplier having fulfilled their obligations in the Contract and upon serving due notice on the Client, shall be entitled to damages in the amount of the value of the entire contract between the parties.

## 16. **Liability**

- 16.1 Except in respect of death or personal injury caused by the Supplier's negligence, the Supplier will not by reason of any representation, implied warranty, condition or other term, or any duty at common law or under express terms of this contract, be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the Supplier's servants or agents or otherwise) which arise out of or in connection with the supply of the Goods and Services even where such a loss was reasonably foreseeable or the Supplier had been made aware of the possibility of the Client incurring such a loss and the entire liability of the Supplier to the Client in respect of any claim whatsoever arising shall be limited to the price paid by the Client to which the claim relates.
- 16.2 The Client shall indemnify the Supplier against all damages, costs, claims and expenses suffered by arising from loss or damage to any equipment (including that of third parties) caused by the Client, or its agent or employees.
- 16.3 Where the Client consists of two or more persons such expression throughout shall mean and include such two or more persons and each or any of them. All obligations on the part of such a Client shall be joint and several obligations of such persons.
- 16.4 The Supplier shall not be liable to the Client or be deemed to be in breach of these terms and conditions by reason of any delay in performing, or any failure to perform, any of the Supplier's obligations if the delay or failure was due to any cause beyond the Supplier's reasonable control.

## 17. **Communications**

- 17.1 All communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid first class post or sent by fax or sent by electronic mail:
  - 17.1.1 (in the case of communications to the Supplier) to its registered office or such changed address as shall be notified to the Client by the Supplier; or
  - 17.1.2 (in the case of the communications to the Client) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Client set out in any document which forms part of the Contract or such other address as shall be notified to the Supplier by the Client.
- 17.2 Communications shall be deemed to have been received:
  - 17.2.1 if sent by pre-paid first class post, two Business Days after posting (exclusive of the day of posting); or
  - 17.2.2 if delivered by hand, on the day of delivery; or
  - 17.2.3 if sent by or electronic mail on a Business Day prior to 4.00 pm, at the time of transmission and otherwise on the next Business Day.
  - 17.2.4 if sent by fax on a Business Day prior to 4.00 pm on receipt of an error free transmission and otherwise on the next Business Day.

17.3 Communications addressed to the Supplier shall be marked for the attention of the Account Manager or Project Manager as per the Contract.

**18. Force Majeure**

18.1 In the event that either party is prevented from fulfilling its obligations under this Contract by reason of any supervening event beyond its reasonable control including but not limited to Acts of God, war, fire, accidents, national emergency, flood, earthquake, strike or lockout, the act or omission of government, highway authorities or any telecommunications carrier, operator or administration or other competent authority or the delay or failure in manufacture, production or supply by third parties of equipment or services (subject to Sub-clause 17.2) the party shall not be deemed to be in breach of its obligations under this Contract. The party shall immediately give notice of the nature and extent of such events to the other party and shall be entitled to a reasonable extension of its obligations .

18.2 Sub-clause 16.1 shall not apply with respect to strikes and lockouts where such action has been induced by the party so incapacitated.

**19. Intellectual Property Rights**

on payment of all sums due to the Supplier all Intellectual Property Rights produced from or arising as a result of the performance of this Contract shall so far as not already vested become the absolute property of the Client and the Supplier shall do all that is reasonably necessary to ensure that such rights vest in the Client

by the execution of appropriate instruments or the making of agreements with third parties Provided any costs relating thereto are met by the Client

**20. Waiver**

No waiver by the Supplier of any breach of the Contract by the Client shall be considered as a waiver of any subsequent breach of the same or any other provision.

**21. Severance**

If any provision of these Conditions is held by any competent authority to be invalid illegal or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

**22. Third Party Rights**

A person who is not a party to the Contract shall have no rights under the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

**23. Governing Law and Jurisdiction**

These terms and conditions shall be governed by the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the English and Welsh courts.

**WEEE Compliance Statement**

WEEE Directive (2002/95/EC)

The Waste Electrical and Electronic Equipment Directive (WEEE) applies to companies that manufacture, sell and distribute electrical and electronic equipment in the E.U. The directive aims to reduce the waste arising from electrical and electronic equipment and improve the environmental performance of everything involved in the life cycle of electrical and electronic equipment and to minimise the amount of material entering this waste stream.

Electrical products designed and manufactured by MotionTouch Ltd and sold into the E.U. market are covered by the Business to Business Waste Electrical and Electronic Equipment directive (or B2B WEEE)

In order to comply with the WEEE directive, MotionTouch Ltd have joined the Valpak producer compliance

scheme membership no. RM06072. This has entailed us taking the following actions

- MotionTouch carry out in-house monitoring and detailed reporting to enable us to determine how much B2B WEEE has entered the UK market.
- All Electrical and Electronic Equipment (EEE) entering the UK market, as well as carrying a unique serial number, is marked with the 'crossed out wheeled bin' this symbol indicates that the equipment carrying this mark must not be thrown into general waste but should be collected separately and properly processed for disposal under local regulations.
- Quarterly reports are submitted to Valpak Ltd who in turn provide the Environment Agency with information of the tonnage of WEEE products placed into the UK market by MotionTouch Ltd.
- We provide an end-of-life recycling solution for all products sold within the UK by accepting back any end-of-life Electrical and electronic equipment for processing by a local registered waste disposal company.
- All products returned to MotionTouch Ltd for disposal will be assessed prior to disposal to determine whether any components can be recycled or reused.

The WEEE directive has been transposed into each EU member state's legislation and so the exact timing and details will vary slightly from country to country, but the above principals will apply. In particular, the arrangements for the separate collection of WEEE will vary in each country but might include for example; public collection points. The directive encourages reuse, recycling and other forms of recovery in order to prevent WEEE. MotionTouch Ltd fully support this aim by reusing and recycling where possible.

Users of electrical and electronic equipment in the E.U. can also play an important role in reducing WEEE and helping the environment by disposing of WEEE properly.

In the UK, the Waste Electrical and Electronic Equipment Regulations 2006(S.I. No 3289) were laid before parliament in December 2006. MotionTouch Ltd has registered with a UK compliance scheme in order to discharge its obligations as a producer in the UK. MotionTouch Ltd UK EEE producer registration number is WEE03250721. However, please be aware that MotionTouch's UK EEE producer registration will only provide compliance for EEE products purchased from us in the UK and which remain in the UK. Any person who is responsible for importing any MotionTouch products into any E.U. member state or other country will have to ensure that they comply with any WEEE or other laws applicable in their country.

### **Glossary of Terms**

In documents provided to Clients phrases will be used and this glossary of terms is intended to explain to Clients the definition of those terms and as such form part of the Terms and Conditions of the Contract

#### **Electronic**

The electronics part of the design is any part(s) of the system which contain electronic functionality. This includes but is not limited to: PCB, Electronic Displays, Fans and Electronic Sensors.

#### **Mechanical**

The mechanical part of the design will incorporate anything which is not covered in the electronic part of the design.

#### **Bill of Materials (BOM)**

The Bill of Materials contains a list of the components required to make / assemble the complete product.

Depending on the development this will be split up into up-to 3 BOMs

1. High Level BOM – This is the list of the Key Assemblies and major items

which are not assembled into the electronics or final mechanical design. These could be items (but not limited to) such as Fans, Batteries, Cable Assemblies etc.

2. Mechanical BOM – This is the list of parts to create the mechanical parts of the product.

3. Electronics BOM – This is the list of parts which would be populated onto the PCB(s) for the final electronics assembly.

### **Objectives and Requirements Protocol**

The Objectives and Requirements Protocol is the document created by MotionTouch to highlight the key requirements for the product to make sure that the Client and MotionTouch agree with what is being quoted.

This may not be used on some projects and is mainly used for projects requiring electronic design work as these projects tend to be much more complicated.

### **Specification Document**

The specification document is created during the initial stages of the project as a document for which the complete design is designed to. This will include all of the key requirements for the project, the acceptance criteria for the project and also confirmation of all deliverables for the project.

No design work will be undertaken until this specification document has been agreed by both MotionTouch and the Client, and on receipt of a signed off specification document, a project start date is issued.

### **Prototype**

A prototype is a "hand-built" experimental model that represents a preproduction model of a product, manufactured sufficiently for designers to visualize and test the design to reduce the risk of a design not performing acceptably (however they cannot eliminate all risk). They also allow us to establish where problems are and how to solve them for further stages of the design cycle.

Different types of prototype may be needed for different stages of a design:

#### Proof-of-principle Prototype:

This is used to test some aspects of the design without trying to exactly simulate the visual appearance or even materials used. This may be used for testing ideas for motion & mechanics etc.

#### Form Study Prototype:

This is used to allow the designers to explore the basic look, feel & size of a product without simulating the actual function or visual appearance of the model. Most often used in early stages of the design to help internal decision making rather than being used for presentations etc.

#### Visual Prototype:

This type of prototype is used to capture the overall design aesthetic and to simulate the colour, appearance & surface textures (where possible) whilst not necessarily embodying all of the function of the final prototype. These are often used for market research, executive reviews, sales tools & for pre production photo shoots. Often different materials are used than the final manufacturing materials.

#### Design Verification Prototype:

This will attempt to recreate all elements of the design in terms of function, aesthetics & materials. As it is still "hand made" materials as close to the production materials will be used, however they are often still not as strong & as durable as the production materials.

The prototype may not be as strong as production materials, have the same quality of appearance nor may it be made out of production materials & are therefore often more fragile than a production unit.

The performance and functionality of the prototype may not function entirely as the intended final production unit as specified in the agreed specification document.

It will differ from production units as it can be made using materials which can be hand finished.

### **Functional Electronics Unit**

A functional electronics unit may be created for electronic designs where the functionality of the electronics needs to be confirmed before the final designs are created.

The functional electronics unit will have the functionality of the final product or part functionality as agreed in the specification document and will demonstrate that the electronics will undertake the tasks agreed in the specification document.

The functional electronics unit will not have the physical characteristics of the final unit and will be hand built.

For certain products, some of the mechanical functionality/requirements may also be tested and demonstrated in this way, however these will demonstrate the functionality and so will also not have the physical characteristics of the final unit and will be hand built.

The functional electronics unit would not be a suitable product to demonstrate to potential customers.

### **Concept Design**

Concept design is the creation, exploration, and presentation of ideas by reference to a designer's impression utilising a combination of 3D design, graphic design, schematics & drawings depending on the Client's requirements.

This concept design will not be a completed manufacturable design and will require additional work to create a manufacturable design.

If the concept design is to be used for IPR then a design consists of the visual ornamental characteristics embodied in, or applied to, an article of manufacture. Since a design is manifested in appearance, the subject matter of a design patent application may relate to the configuration or shape of an article, to the surface ornamentation applied to an article, or to the combination of configuration and surface ornamentation. A design for surface ornamentation is inseparable from the article to which it is applied and cannot exist alone. It must be a definite pattern of surface ornamentation, applied to an article of manufacture.

Elements of designs may well change following the concept design stage as the design is taken from being merely a concept into a manufacturable design.

### **3D CAD model**

Is a three dimensional Computer Aided Design, which is how all the mechanical designs are created ready for prototyping & manufacture. This will be provided in the application used by MotionTouch to create the design.

A design viewer can be downloaded to view the design and the information about this viewer will be provided with the design files.

(N.B) This may not always be the case

**Dupro Quality Inspection** : the industry definition is:

The production is inspected when at least 20% of the order has been completed so as to ensure that contractual obligations regarding product specifications, packaging, packing and marking are met.

- If improvement recommendations and rectifications advices have been given during an Initial Production Check (IPC), the During Production Inspection (DUPRO) will enable to check whether these advices have been successfully followed.

- More generally, the Quality Control Service DUPRO allows giving recommendations on-site, so that the quality is maintained throughout the entire production phase and helping monitor if the expected production capacity is reached to complete the order on time.

### **Regulatory Specification**

Are the defined limits for a product according to its use and/or market? Many countries have different legislation and/or standards. Those applicable will be researched and specified in the Certification Document created during the Project.

### **Tooling**

The process of creating a mould or device in the manufacturing factory ready to create the product in production.

Depending on the materials the product is being made from the materials, price and assembly method of the tooling may vary.

### **T1 Sampling**

Where samples are taken to confirm the make, layout and function of the Tooling for the production run they are Tx samples. T1 Samples indicate that they are from the first revision of the tooling before any changes, any subsequent sampling from changes to ensure the tooling is correct is numbered accordingly, T2, T3 etc

### **Quality Document**

This document is created working with the Client to set the testing requirements for a product to pass the inspection in the factory

This document sets out all of the key parts of the product to check, the sampling rate and acceptable quality levels to ensure that the key functionality of the product is not inhibited.

### **FEA analysis**

This stands for "Finite Element Analysis" which is a technique for analysing stress within a design, and can display an objects reaction under load conditions. This may well be needed for structural designs subject to further costs.

### **Feasibility study**

A feasibility study takes place during a project initiation phase and is a preliminary study made before significant expenses are engaged. The main purpose of the feasibility study is to consider all factors associated with the project, and determine if the investment of time and other resources will yield a desirable result. It typically includes technical and economic aspects. The conclusion will determine if a production decision can be made and can be used for financing arrangements.

### **Field Testing**

Testing of Goods under actual or real operation or use.

**Delivery Charges**

This is the cost of arranging delivery of units under the project within the Terms of Reference

**Returns Policy**

The general provisions for the return of manufactured goods under the Suppliers warranty (unless special terms are agreed)