

DISTRIBUTOR AND INSTALLER AGREEMENT

This Distributor Agreement (the "Agreement") is entered into as of 2012 ("Effective Date") by Latchways PLC, Hopton Park, Devizes, Wiltshire, SN10 2JP, United Kingdom ("Latchways") and

Latchways and Distributor agree as follows:

1. **DEFINITIONS.** In this Agreement, the terms listed below have the following meaning:
 - a) "Products" mean those fall protection products developed and manufactured by Latchways listed in Appendix 1.
 - b) "Market" means the geographical area set forth in Appendix 2. If the parties agree to include additional geographical areas during the term of this Agreement, they shall be added to Appendix 2.
 - c) "Price" means the price charged to the Distributor for the Products set forth in Appendix 1. Latchways may, at its sole discretion, increase or decrease prices for the Products having given the notice required by clause 6(c).
 - d) "Distributor" shall, where applicable, include installation of Products as set out in clause 5g) below.
2. **APPOINTMENT AS A DISTRIBUTOR.** Latchways appoints the Distributor as a non-exclusive Distributor in the Market for the Products.
3. **SALE OF PRODUCTS.** Latchways shall sell and the Distributor shall purchase the Products listed in Sections A and B of Appendix 1.
4. **TERMS OF PAYMENT ORDERS AND DELIVERY**
 - a) The price shall become payable at the end of the month following the date of Latchways invoice. Payment must be by Bankers Draft or Transfer to the HSBC Bank so Latchways receives the full amount due in the currency quoted. All bank charges must be borne by the Distributor.
 - b) Orders shall be shipped Ex Works (Incoterms 2010) Latchways premises. All freight, insurance, duty and taxes applicable to the sale of the Product shall be paid by the Distributor in addition to the current Price. The prices, terms and conditions stated in this Agreement, together where applicable with Latchways Conditions of Sale, shall apply to orders for Product by Distributor regardless of the provisions of Distributor's purchase orders or other business forms.
5. **DUTIES OF DISTRIBUTOR,** The Distributor shall:
 - a) Use its best efforts to sell and promote, at the Distributor's cost, the Products in the Market, including but not limited to i) attendance by Distributor at trade shows at which Distributor shall promote the Products, ii) listing the Products in Distributor's product lists and Distributor's other marketing information, iii) advertise the Products in trade journals, magazines, other appropriate publications and other media forms, and iv) at Latchways request, translating and distributing Latchways press releases and other publicity and sales material. All of these provisions shall only be done following prior written approval of Latchways and in accordance with the Latchways marketing policy.
 - b) Use its best efforts to protect copyrights, trademarks, and other proprietary rights of Latchways in the Products.
 - c) Use its best efforts to offer technical support for the Products to its customers and to advise Latchways immediately if it is unable to respond to customer enquiries effectively.
 - d) Comply with all applicable foreign, federal, state, and local laws and ordinances in performing its duties under this Agreement and in any of its dealings with Latchways or the Products. Distributor agrees that it will not knowingly export or re-export any Products unless prior written authorisation is obtained from Latchways.
 - e) Honour all product warranty and support policies established by Latchways from time to time relating to the Products.
 - f) Require each customer of the Distributor who purchases a Product from Section A of Appendix 1 to register their purchase on the appropriate Latchways web site or return to the Distributor a registration card showing the name, address and telephone number of the end user and the serial number of the Product sold to that end user. Within 15 days of the end of each calendar month, Distributor shall furnish Latchways with a list of all end users that have returned their registration cards to the Distributor during the previous month.
 - g) Products sold by the Distributor from Section B of Appendix 1 shall be considered Installation Products and require the Distributor, in addition to the Distributor's other obligations in this Agreement, to:
 - Ensure every system containing such Installation Products is designed, installed and tested or certified in accordance with the Latchways installer manual
 - Record the serial and batch numbers of Installation Products used in every system
 - Ensure that no system is designed, installed, tested or certified other than by personnel who have appropriate technical qualifications and who have in addition undertaken training by

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- Latchways at their premises, at the Distributor's cost and any further training which Latchways may reasonably require
- Design and install each system with care and to allow Latchways on reasonable notice to inspect the designs, the loading calculations and the systems when installed. All systems must have associated loading calculations performed and recorded prior to the systems being put into use
 - Use in the systems only components listed on the Latchways Price List. No substitute component may be used in place of components appearing on the Price List without prior approval in writing from Latchways
 - Maintain throughout the life of each system appropriate and adequate Employer's Liability (minimum £5 Million), Public and Product Liability (minimum £2 Million) and Professional Indemnity (minimum £1 Million) Insurance in respect of Products sold by the Distributor
 - Not for the duration of this Agreement to purchase, manufacture or install any competing Products without prior written permission from Latchways
 - Be responsible for all liabilities connected with the design, specification or installation of the Installation Products and or systems and to indemnify Latchways against all liabilities, costs and expenses arising out of the breach or negligent performance or failure in performance by the Distributor of the Distributor's obligations under clause 5g of this Agreement
 - All of the above obligations shall apply to the Distributor when Installation Products are sold to other installer companies.
6. DUTIES OF LATCHWAYS. Latchways shall:
- a) Provide Distributor, under the terms of the Agreement, the opportunity to obtain reasonable quantities of the Products for distribution.
 - b) Provide reasonable technical and service advice and consultation to the Distributor by telephone, facsimile or electronically as the Distributor shall reasonably request. Latchways shall not have any obligation to provide technical and service advice or consultation or other support of any kind to Distributor's customers.
 - c) Latchways shall give 30 days prior written notice to the Distributor of any changes in the Prices stated in Appendix 1.
7. NO RESALE PRICE RESTRICTIONS. The relationship established between Latchways and the Distributor under this Agreement is that of Latchways appointing the Distributor to sell and/or install the Products listed in Appendix 1. Latchways retains exclusively the property in the design and intellectual property of the Products supplied by Latchways. Neither the Distributor nor its customer shall own the design or intellectual property in the Products. Distributor is free to set any customer's price on the resale of the Products provided the Distributor pays Latchways the current Price and the Distributor does not infringe Latchways' copyrights, trademarks or other proprietary interests.
8. WARRANTY BY LATCHWAYS TO DISTRIBUTOR. Latchways warrants to the Distributor that, for the varying periods set out in Appendix 1 commencing from the date of sale to an end customer, that the Products shall be free from defects under normal use. Latchways' liability under this warranty is limited to the obligation to replace the Products which the Distributor has returned to Latchways at the Distributor's expense within the applicable warranty period. All shipping and insurance costs both ways are the responsibility of the Distributor. The warranties made under this Agreement do not include damage due to negligence, improper use, installation, accident or other conditions other than normal use which may cause the Products to fail.
9. WARRANTIES. The Warranties and remedies set out in clause 8 are exclusive and in lieu of all other warranties, oral or written, expressed or implied. Latchways does not warrant that the Products will meet any particular requirements of the Distributor or its customers. In no event will Latchways be liable to the Distributor or any other person for any damages, including loss of profit, loss of savings or incidental or consequential damages, arising out of the use or inability to use any of the products, even if Latchways have been advised of the possibility of such damages, or for any claims by any other party. In no event shall Latchways' liability for damages exceed the price paid by the Distributor for the Product which gives rise to the claim.
10. NO MODIFICATION TO PRODUCTS. Neither the Distributor nor the Distributor's customers may modify, change or alter any Product.
11. WARRANTIES BY DISTRIBUTOR TO CUSTOMER. Distributor shall make no representations and warranties to any of its customers except for those expressly made by Latchways or provided by Latchways in promotional literature or available on the Latchways web site. Distributor shall indemnify and hold Latchways harmless from all liabilities, damages, losses and expenses, including reasonable legal and court costs, arising out of the Distributor's failure to comply with its obligations under this clause 11.

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12. **INFRINGEMENT.** Latchways agrees to defend or settle at its option any action at law against the Distributor to the extent arising from a claim that a permitted use of the Products under this Agreement infringes any patent, copyright, trademark or other intellectual property right, provided Latchways has control of such defence or settlement negotiations and the Distributor gives Latchways prompt notice of any such claim and provides reasonable assistance in its defence. Latchways liability to the Distributor under this clause shall be limited to the price paid to Latchways by the Distributor for the product which gives rise to the claim. The foregoing states the entire liability of Latchways with respect to infringement of patents, copyrights, trademarks or other intellectual property rights. The provisions of this clause shall survive and continue after any expiration or termination of this Agreement.
13. **TECHNICAL SUPPORT BY LATCHWAYS AND DISTRIBUTOR.** Latchways shall offer Distributor technical training for the Products from time to time upon reasonable request from the Distributor at Latchways current charges for training. Training will be at Latchways offices unless Latchways, at its sole discretion, agrees to offer training at another location. Distributor shall pay all travel, food, lodging, and other costs incurred by its personnel in connection with such training and any expenses incurred by Latchways in the event of off-site training. The Distributor shall not carry out any training of his customers without the prior written approval of Latchways.
14. **TRADEMARK USE AND PROTECTION.** Latchways will supply to the Distributor Products bearing trademarks used by Latchways. MANSAFE, CONSTANT FORCE, PERSONAL RESCUE DEVICE, VERSIRAIL AND WALKSAFE are registered trademarks owned by Latchways. Distributor is granted the right to use these trademarks on the Products or in advertising, but only where such advertising directly refers to the Products or states that the Distributor is a distributor for such Products on behalf of Latchways. Distributor shall not remove, alter, or otherwise modify any identification marks or trademarks affixed by Latchways to the Products.
15. **ADVERTISING AND MARKETING.** Latchways may from time to time, as Latchways determines, make available to the Distributor marketing and advertising materials, exhibitions, sales aids and marketing assistance. Latchways may charge for some or all of these materials. Distributor consents to the listing of its business name address and telephone number in any of Latchways advertising or product literature, as determined by Latchways at its sole discretion.
16. **RELATIONSHIP OF PARTIES.** The relationship between Latchways and the Distributor shall at all times be that of supplier and distributor. Under no circumstances shall the distributor be considered as a representative or agent of Latchways. Likewise, Latchways shall not be considered as a representative or agent of the Distributor. Distributor shall have no right or authority to enter into any contractual obligation in the name of or on behalf of Latchways.
17. **TERMS AND TERMINATION.** This Agreement shall be effective for a term of one year from the Effective Date. It shall be automatically extended for further one year terms unless either party gives written notice to the other at least 90 days before the expiration of the initial or any renewal term of the party's intention not to renew. Latchways may terminate this agreement at any time and without prior notice in the event of a breach of this Agreement by the Distributor. Any monies payable by the Distributor to Latchways shall not be affected by the termination or expiration of the Agreement.
18. **CHANGE OF CONTROL.** This Agreement may be terminated immediately by notice if the controlling interest in the Distributor changes from that at the date of this Agreement, the Distributor enters into liquidation, has a winding up petition presented against it, calls a meeting of its creditors, has a Receiver appointed in respect of the whole or any part of its undertakings or assets or becomes subject to an administration order or a company voluntary arrangement.
19. **NON ASSIGNABILITY.** Neither this Agreement nor any rights or obligations of the Distributor hereunder shall be assignable or transferable by the Distributor, in whole or in part, by operation of law or otherwise, without prior written consent of Latchways. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns.
20. **NOTICES.** Any notices or other communications required or permitted hereunder shall be in writing and shall be delivered to the principal business addresses designated at the beginning of this Agreement.
21. **FORCE MAJEURE.** Latchways shall not be liable for failure or delay in performance of any of its obligations hereunder if such delays or failure to perform is caused by circumstances beyond its control. The Distributor shall be bound to accept any delayed shipment or delivery made within a reasonable time.
22. **GOVERNING LAW.** This Agreement is subject to English law and the parties agree to submit to the exclusive jurisdiction of the English Courts. This Agreement does not give any enforceable contractual rights to Third Parties as provided in the Contracts (Rights of Third Parties) Act 1999.
23. **MISCELLANEOUS.** This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes and terminates all other prior commitments, arrangements or understandings, both oral and written, between the parties with respect thereto. This Agreement may not be modified or amended except by an instrument in writing executed by each of the

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parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of either party, their agents or employees, but may be waived only by an instrument in writing signed by an officer of the waiving party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision or of the same provision on another occasion.

IN WITNESS WHEREOF, the undersigned parties have entered into this Agreement as of the day and year first above written.

Latchways

BY: _____

Signature: _____

Title: _____

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APPENDIX 1

Products to be made available to the Distributor shall be:

SECTION A

PRODUCT	WARRANTY PERIOD MONTHS	EX-WORKS PRICE £
SRL	24	See current price list
Sealed SRL	60	
PRD	12	

SECTION B

INSTALLATION PRODUCT	WARRANTY PERIOD MONTHS	EX-WORKS PRICE £
Horizontal Mansafe	12	See current price list
Vertical Mansafe	12	
Walksafe	12	
Versirail	12	

APPENDIX 2

The Market covered by this Agreement shall be:

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