1534 Rolls-Royce Avon 10/12Mw Gas Turbine Generator Package

CTG~GTD~0720
CTG is pleased to provide the One (1) Liquid Fuel Fired Fully Refurbished and Recertified “0” Hour Model 1534 Rolls-Royce Avon Gas Turbine Generator Set Package with One (1) Year Warranty, which includes the following main components:

- Avon 1534 Gas Generator
- GEC AP1 Power Turbine
- Gearbox
- Avon 1534 Package & Controls
- Lube Oil System
- Enclosure
- Generator Rated 4160V/13.8KV, .8PF, 60 Hz. (either voltage available)

1.1 BASIC SCOPE OF SUPPLY DESCRIPTION

Gas Turbine Generating Set Configuration:

Gas Turbine

The package consists of one (1) fully refurbished and recertified (“0” hour) liquid fuel configured Rolls Royce Avon Model 1534 gas generator and GEC AP1 Power Turbine rated at 10-12MW ISO for continuous duty and 9MW at 50°C for base load rating. Peaking is at 14MW at ISO and 11MW at 50°C. The corresponding heat rate is 12,500 BTU/Kwh. Fuel consumption is for regular No. 2 Diesel is approximately ~ 90 gal / MWhr. and 139,000 BTU/gal. The gas turbine will be fully warranteed for 8000 hours or one (1) year.
A/C Generator

We are proposing a fully tested and recertified air-cooled salient, brushless 4-pole A.E.I. generator rated at either 4160V or 13.8 KVA @ 0.8 PF. 60 Hz. The unit is capable of handling the full continuous power of the gas turbine at any ambient temperature throughout the operating range. The generator is enclosed, air cooled and is suitable for outdoor installation, in a non-hazardous environment. Excitation is by a revolving armature, brushless generator complete with rotating rectifiers and a pilot exciter integral with the main exciter. Excitation under current over current and over voltage protection trips the unit. Bearing temperature and vibration alarm and trips are available to trip the unit.

Main Load Gearbox

The speed-reducing gearbox is driven by the power turbine through a shaft with flexible couplings. A lube oil cooling package is included for continuous operation. The gear unit is suitable for full continuous running.

Turbine Enclosure

The equipment package is supplied with weatherproof acoustic enclosures for an expected average sound attenuation to 85 dB(A) at 100m distance measured at 1.5m above grade in a free field condition, during base load operation. The gas turbine enclosure is completely assembled and mounted over the equipment prior to testing and shipment. The turbine compartment is fully ventilated with direct-drive fans. Fluorescent lighting is provided in each compartment.

Air Inlet System

The equipment package is supplied with a self-support combustion air filter house and ventilation air system. Combustion inlet air system mounted in front of the gas generator inlet includes two-stage barrier air filters. A large filtration surface area provides low-velocity inlet air reducing noise levels. Internal fluorescent lighting of the filter house is provided to facilitate inspection and service.

Turbine Exhaust

Power turbine exhaust gases pass through an insulated exhaust duct and silencer to an exhaust stack which discharges the gases to atmosphere. A splitter type silencer reduces exhaust noise to an acceptable level.
Fuel System

The fuel supply system is comprised of a fuel forwarding package and piping to the Avon Fuel system. Fuel is supplied from tanks or tankers (not included) to the fuel-forwarding package then pumped from the forwarding package to the Avon fuel pump, which delivers it at high pressure to the burners.

Lube Oil Systems

The main system comprises main and auxiliary tanks mechanically driven and AC and DC oil pumps, duplex filters temperature and pressure regulating valves and a cooler. The system includes six pressure switches, four thermocouples and differential pressure gages. Three pumps are provided one mechanically driven by the power turbine one driven by AC motor and one driven by a DC motor. AC & DC pumps stand by for the mechanically driven pump.

Black Start Capability

The package is complete with black-start capability (90 seconds), inlet air filter, exhaust stack and silencer, battery start-up with DC to AC switchgear for the start system, electric starter motors, separate control room with control system, electrical protection circuitry, gearbox lube oil system cooler, fuel conditioning and filtering skid - All that should be required is a fuel supply to hook up to.

Automatic Protection System

Pressure sensors are incorporated within the fuel system. If pressures drop below the pre-determined settings, alarms will be initiated and it will initiate unit shutdown. If the AC pumps fail and delivery pressure drops below acceptable levels, DC pumps will start.

Gas Turbine Generator Control System

The equipment is supplied with a Control System that is located in the separate control room in front of the auxiliary trailer. The system is a Rolls Royce Entronics® system with Wonderware 2000® software and a PC interface.

Warranty

One Year (12) Months or 8000 hours whichever event occurs earlier. Extended warranty available under separate contract.
Technical Advisory Services

Twenty days of technical training and advisory services per year for two (2) years.

**OPTIONAL EQUIPMENT & SERVICES**
(quoted separately by CTG or others):

- Water Wash System
- Inlet Cooling
- Anti-Icing System
- Air Fogging
- Fuel Gas Compressor System.
- HRSG
- SCR system
- Oil Debris Monitor System
- O & M Program
- Remote Control Monitoring
- Switchgear
- Civil Engineering
- Turnkey Installation Services
- Field Engineering Services

**BUDGETARY PRICE:** $5,500,000.00 FOB / UK

**DELIVERY:** 8-10 Weeks / ARO to nearest UK port

**GENERAL TERMS AND CONDITIONS OF SALE:**

CTG Power Systems, Inc. (CTG) is the seller and will facilitate all aspects of the equipment transaction. Additional services such as dismantling, shipping and installation are available through CTG and will be performed under separate contract. Pre-requisites to Inspect: A Letter of Intent (LOI) from Buyer/End-User to Seller coupled with verification of the availability of funds is required. Buyer will be required to render a Non-refundable deposit of 10% of the total purchase price to secure the Option to Purchase and financial closing of the order shall take place upon execution of Purchase Sale Agreement and the payment terms as noted below. Unit will be loaded only after full speed no load test acceptance and payment of the 95% of the total order has been paid. Payment terms are flexible but no recertification work will be performed until which time that 50% of the purchase price has been paid in full.

CTG makes no warranty or representation regarding the accuracy or correctness of the information contained herein. This is a budgetary offering document containing general specifications and providing budgetary pricing only. Pricing is speculative and subject to change upon learning more about the customer’s requirements in addition to the extended and confirmed scope of work or supply. Due to
practical considerations concerning demand for services and scheduling of resources, all offers of services and equipment are subject to continued availability and prior commitment.

The Buyer shall have sole discretion as to whether or not to purchase equipment or services brought forth by CTG.

Buyer agrees not to circumvent, avoid, bypass, or directly or indirectly, avoid payment of fees or commissions, in any transactions with the subsequently registered sellers/providers. In the event of circumvention, either directly or indirectly, the circumvented party shall be entitled to a legal monetary penalty equal to the maximum fee that could have been realized from such transaction, plus all legal expenses for the recovery of the funds. Buyer agrees not to disclose or otherwise reveal to another third party any information provided by CTG that would have a negative impact on the transaction.

The responsibility for assessing and providing CTG the accuracy or correctness of that information resides with the buyer, his agent, designee, affiliates or those who may rely on that information and can advise the Buyer. Buyer shall so notify CTG of its acceptance of unit no later than 72 hours after inspection. CTG reserves the right to amend this offering and the technical specifications in order to improve or correct its accuracy at any time prior to the execution of a Purchase Sale Agreement.

**Conditions:** Subject to Availability”.

**Availability:** Immediately  
**Inspection:** Immediately  
**Purchase:** Immediately  
**Freight:** FOB / UK  
**Warranty:** YES  
**Delivery:** Buyer Responsibility

**PAYMENT TERMS**

The following terms will secure the units immediately:

- Execution of Purchase Option or Sales Agreement (Provided by CTG)  
- 10% Non-refundable deposit required after inspection to secure order  
- 40% at time of placing the order w/balance due placed against irrevocable purchase order  
- 45% due prior to ship and after full speed no-load test  
- 5% due upon successful start-up  
- Reference Appendix A - Standard Conditions For The Sale Of Goods And Services
shall apply when and where applicable (Page 7-15)

- The Purchase Sale or Option Agreement will reference the latest updated and amended version of the Purchasing Specification and Technical Offering

Thank you for the opportunity to provide you with this budgetary proposal. We look forward to working with you.

Best regards,

Michael L. Weaver
Chief Executive Officer

For questions or further clarifications please contact CTG at:

CTG Power Systems, Inc. (CTG)
Corporate Office: 17231 Camelot Court, Land O’ Lakes, FL 34638
Phone: (813) 920-8725 / Fax: (813) 343-5754
Email: Info@Camelottech.com
Website: http://www.Camelottech.com

CTG POWER SYSTEMS, INC.
STANDARD CONDITIONS FOR THE SALE OF GOODS AND SERVICES

1. INTRODUCTION

1.1 In these Terms and Conditions “CTG” means CTG Power Systems, Inc. and the “Customer” means any person, firm or body offering to buy goods (the “Goods”) and/or services (the “Services”) from CTG. “Customer’s Goods” means goods supplied by the Customer to CTG.

1.2 Unless otherwise agreed in writing by an authorized representative of CTG, these conditions constitute the only conditions upon which CTG is willing to supply Goods and/or Services.

1.3 These conditions shall prevail over any terms and/or conditions in the Customer’s order or any other document or communication issued by the Customer or implied by trade usage, custom, practice or course of dealing except where specifically agreed in writing to by an authorized representative of CTG. Any purported provision to the contrary is hereby excluded or extinguished.
1.4 THE CUSTOMER’S ATTENTION IS DRAWN PARTICULARLY TO CONDITIONS 6.1, 8.2, 8.3, 9 AND 10 WHICH EXCLUDE OR LIMIT THE COMPANY’S LIABILITY.

2. QUOTATIONS AND ACCEPTANCE OF ORDER

2.1 Any order given by the Customer in respect of a quotation or estimate by CTG, shall not be binding on CTG until accepted in writing by it.

2.2 The CTG price lists, estimates and budgetary quotations or proposals do not constitute offers made by CTG and, in any event, CTG may at its absolute discretion refuse to accept any order. The acceptance by CTG of each separate order shall constitute a separate contract between CTG and the Customer.

2.3 Budgetary Quotations or Proposals given by CTG shall be valid for 30 days only. The CTG reserves the right to withdraw or revise the same without notice to the Customer.

2.4 Any Customer’s Goods required by CTG to fulfill an order for Goods and/or Services shall be delivered at the Customer’s expense to an agreed facility of CTG together with all relevant up to date information pertaining thereto requested by CTG.

2.5 If during the provision of Services it becomes apparent that additional work such as added options or upgrades not initially agreed to be provided by CTG is necessary, CTG shall submit a formal quotation for such work. Acceptance of such quotation in writing by the Customer will constitute compliance with Condition 2.1. If the Customer does not require the additional work to be undertaken, CTG may invoice with respect of the Services completed and reassemble and package the Goods including any Customer’s Goods for delivery to the Customer.

3. PRICE

3.1 Except where otherwise specified, all prices are net and subject, where applicable, to the addition of VAT at the applicable rate and, in the case of export sales to the Customer, any applicable customs, import and export and similar duties, and all prices are exclusive of transportation and insurance.

3.2 CTG shall have the right, subject to reasonable prior notice, to vary the prices quoted in the event of any increase in the cost of materials and/or labor and/or increase in customs, import or export duties.

3.3 If any variation or suspension of the work caused by the Customer’s instructions or lack of instructions occurs CTG shall be entitled to adjust the price to reflect any additional costs incurred by CTG and to adjust delivery dates or schedules.

3.4 Where CTG provides Services, the Customer shall bear the cost of any testing of the Customer’s Goods, components or equipment that is necessary.

3.5 The CTG may invoice the Customer for any work reasonably carried out on the Customer’s Goods necessary to prepare an estimate for supply of Goods and/or Services plus the cost of preserving the Customer’s Goods while the Customer considers any quotation issued by CTG, in each instance regardless of whether the Customer subsequently places an order for any Goods and/or Services.

4. PAYMENT
4.1 CTG shall be entitled to receive payment in full (without any right of set-off, deduction, counterclaim or withholding whatsoever) in the currency of the invoice on presentation to the Customer of an invoice for Goods supplied and/or Services completed on delivery to the customer of the Goods or the Customer’s Goods concerned, or in the case of part delivery, on each delivery as if it were a separate order or contract. Unless otherwise agreed by CTG in writing, all payments shall be paid to CTG’s as pursuant to the following bank wire information:

Company Name: CTG Power Systems, Inc.
Bank Name: Bank of America
Bank Address: New York, NY
Bank Account #: 00548889385
ABA Bank Routing # (wires only): 026009593

As a condition of supplying Goods and/or Services, or further Goods and/or Services, CTG may require a payment on account or in advance. Such payment in advance shall be treated as security for completion of the transaction to which it relates and may be retained by the CTG if the Customer fails to pay the price in full or fails to take delivery otherwise than as a result of CTG’s default. Time for payment of sums due to CTG shall be of the essence.

4.2 Irrespective of any other remedies available to CTG, CTG shall be entitled to receive interest on any sum owed by the Customer from the date that sum was due to be paid. Such interest shall accrue and be calculated on a daily basis both before and after any decree or judgment at the option of CTG the rate of 2.0% above the Bank of America Minimum Lending Rate or such maximum rate of interest permitted under law until the date on which it is actually paid and shall be compounded monthly.

5. DELIVERY

5.1 Any quoted delivery or completion date is CTG’s best estimate and not a contractual commitment. The CTG fulfils its obligation to deliver when it makes the Goods available to the Customer or the Customer’s agent for collection at CTG’s premises. At the request of the Customer and at the Customer’s expense, CTG will arrange for the carriage of Goods to a location other than CTG’s premises, but CTG shall have no liability for any loss or damage to the Goods while in transit nor for any act or omission (negligent or otherwise) of any third party in connection with such carriage. Where CTG facilitates the transportation it will, at its option, credit the cost of the relevant Goods and/or Services or repair or replace the Goods if there is any loss or damage during transportation resulting solely from CTG’s negligence.

5.2 Risk in the Goods shall pass to the Customer upon delivery to the Customer at CTG’s premises or immediately upon payment of the balance of the purchase.

5.3 If the Customer fails to take delivery of any Goods within seven (7) business days of CTG giving written notice that they are ready for shipment or collection, CTG shall be entitled, at its sole discretion, to store such Goods at the Customer’s expense and/or to resell all or any part of such Goods without prejudice to any other right or remedy of CTG.

5.4 Where delivery of Goods to the Customer is to be by installment, each installment shall constitute a separate contract. Any defect or failure in delivery of one or more installments shall not entitle the Customer to cancel any other installment.

6. CUSTOMER’S PROPERTY

6.1 Any property, including without limitation the Customer’s Goods, of the Customer placed in CTG’s possession shall be held and handled entirely at the Customer’s risk without any liability on the part of CTG for any loss or damage unless caused by an act or omission of CTG done with intent to cause damage or recklessly and with knowledge that damage
would probably result; provided that, in the case of such act or omission of either an employee or agent of CTG, CTG shall be liable only if he or she was acting within the scope of his or her employment or agency (as the case may be).

6.2 The Customer authorizes CTG to disassemble and inspect any of the Customer’s Goods supplied to CTG for the purposes of providing to the Customer or issuing a quote for any Goods and Services. Risk in any Goods and/or Customer’s Goods shall remain with CTG until delivery to the Customer under Condition 5. The CTG shall comply, at the Customer’s expense, with any instructions of the Customer accepted by the CTG regarding the disposal of unserviceable Customer’s Goods. In the absence of such instructions, and unless otherwise agreed, CTG shall not be liable in any manner whatsoever to return to the Customer or account for any of the Customer’s Goods the CTG reasonably deems to be unserviceable.

6.3 CTG shall be entitled to a general as well as a special or particular lien or right of retention on any of the Goods or the Customer’s Goods (including, without limitation, any components or engine records) in CTG’s possession for all amounts whatsoever and howsoever due from the Customer to CTG, even though possession of such Goods or Customer Goods may have been relinquished by CTG from time to time. Unless informed otherwise, CTG shall be entitled to assume that the Customer is entitled to subject such Goods or Customer Goods to CTG’s lien or retention. The CTG may seek to recover from the Customer all the costs and expenses of exercising its lien or right of retention including (without limitation) storage charges.

6.4 If any amount due from the Customer is outstanding for more than 30 days after written demand for payment being made by CTG, CTG may sell on such terms and at such price as it considers reasonable any of the Goods or Customer’s Goods in its possession. The Customer shall give to CTG such assistance, including the delivery of any relevant documents, for the purpose of completing such sale. CTG shall apply the proceeds of sale firstly in payment of all costs and expenses incurred by the CTG in connection with the sale, including (without limitation) storage, management time, legal and other professional costs and charges and secondly in total or partial satisfaction of such amount owed by the Customer. If any shortfall arises, the Customer shall pay such shortfall on demand. If a surplus arises, CTG shall pay such excess to the Customer. A certificate from CTG’s Managing Director will be deemed to be conclusive between the Parties as to the disbursement of the proceeds of any sale.

7. PASSING OF TITLE TO PROPERTY

7.1 Title to the Goods supplied (whether on their own or with or as part of performance of Services and whether separate and identifiable or incorporated in or mixed with other goods) by CTG to the Customer shall remain with CTG until full payment has been received by CTG of any and all sums due and outstanding by the Customer to the CTG at the time of delivery in terms of Condition 5 whereupon the Customer shall take the Goods with full title guarantee and if possession of any Goods has been given to the Customer before title has passed, the Customer shall hold such Goods as trustee for CTG, and shall store them in such a way as to enable them to be identifiable as property of CTG and not encumber them in any way until full payment has been made.

7.2 While acting as trustee of any Goods on behalf of CTG, the Customer shall on demand immediately notify CTG of the whereabouts of the Goods and give the CTG, its employees and agents free access to them.

7.3 If CTG gives the Customer written notice that CTG has reasonable grounds for believing that any of the events set out in Condition 11 below has occurred or is about to occur, or that the Customer is in breach of any of the terms of an agreement incorporating these Conditions or if CTG considers with reasonable cause that the Goods may be in jeopardy, the Customer’s authority to possess the Goods of which it is trustee shall automatically end and all such Goods and any other property of CTG shall be immediately re-delivered to CTG or surrendered to CTG.

7.4 As trustor of the Goods, CTG, either acting itself or through any agent, shall be entitled to enter upon or into any land, buildings, vehicle, ship or aircraft where the Goods or part of them are situated or reasonably thought to be situated
and may re-take possession of them at any time. If the Goods have been fitted to or fixed to an engine, ship, aircraft, generator or other equipment of the Customer, CTG shall have the right to take possession of such engine, ship, aircraft, generator or other equipment until the Goods have been detached. To the extent permitted in law, CTG’s title in the Goods shall not be affected by any stipulation or rule of law that the Goods become part of an engine, ship, aircraft, generator or other equipment.

7.5 In the case of parts or components removed or replaced by CTG in the performance of Services, such parts or components shall become the property of CTG to the extent that they are replaced by CTG.

8. WARRANTY

8.1 All Goods and Services are sold with twelve (12) months or 8000 Hour warranty against major defects, except as may be specified in this Condition.

8.2 The company will have no liability beyond the terms of the warranty set out in this Condition.

8.2.1 The CTG warrants that it will perform all Services with reasonable care and skill in accordance with all applicable laws and regulations and/or written instructions of the Customer accepted by CTG, provided always that CTG may make minor changes to Goods or Customer's Goods which do not affect price or safety.

8.2.2 Where materials, components, parts, assemblies or sub-assemblies are supplied and fitted by CTG in the course of carrying out work for the Customer, CTG warrants that such materials, components, parts and sub-assemblies are free from defects.

8.3.1 If the Customer establishes to CTG’s reasonable satisfaction within six months of, or during the first 3,000 hours of operation (whichever shall occur earlier) following, delivery that CTG has failed to comply with the warranty in Condition 8.2.1, CTG shall credit the Customer with the price paid by the Customer for the defective Services in question or, at its option, immediately repair or re-perform the defective Services free of charge.

8.3.2 Should it be shown to the reasonable satisfaction of CTG that a defect has become apparent in any Goods supplied or fitted by it, within the period set out in condition 8.3.1, CTG shall undertake to repair or, at its option, refund the value of or replace, any such defective items free of charge at the supplier’s repair facility or such other location as may be agreed between the Parties. The CTG will not be liable for the costs of transportation unless otherwise agreed in writing.

8.3.3 Where betterment results from CTG's remedial action, CTG will be permitted to invoice the Customer in respect of the value of such betterment at CTG’s standard charges.

8.3.4 The CTG’s liability for warranty claims will not exceed the invoice value of the original Services or Goods supplied or fitted by it.

8.4 Warranty claims made pursuant to condition 8.3 will be subject to receipt by CTG (at the Customer's cost) of a full written report of claimed defects accompanied by any technical records (made up to date with all operating hours) and details of any work carried out on and storage of the Goods/Customer's Goods after delivery together with delivery to CTG of the Goods/Customer's Goods to be remedied within 7 days of discovery of a claimed defect.
8.5 CTG has no liability whatsoever under Conditions 8.2 or 8.3 if the Goods/Customer's Goods concerned have been subject to misuse or neglect or not been maintained and operated in accordance with any applicable manufacturer's manual or instructions applicable to such Goods or if the Goods/Customer's Goods have been removed, repaired or altered without CTG's prior approval.

8.6 If a warranty claim is accepted by CTG and rectification work carried out, the applicable CTG warranty period specified in Condition 8.3 may, at CTG’s sole discretion, be extended by the period of time taken to carry out such work. If a warranty claim is rejected CTG may invoice the Customer for work carried out to investigate the claim.

8.7 Insofar as it is reasonable to do so, CTG will assign to the Customer the benefit of any assignable warranties which have been given to CTG by any manufacturer or refurbisher of Goods or sub-contractor of CTG. Upon reasonable request and at the Customer's sole expense, CTG shall give notice to any such other party of any such assignation, and shall give the Customer reasonable assistance, at the Customer's sole expense, in enforcing any rights of the Customer thus arising. CTG will use all reasonable legal and contractual measures (at the Customer's expense) to enforce and utilize any third party warranties that are not assignable but which remain valid and existing after the Goods are delivered to the Customer.

8.7 Liquidated damages are not a part of any warranty, expressed or implied.

8.8 The warranties in this Condition 8 are given in lieu of and replace, exclude and extinguish all and every condition, warranty or representation whatsoever whether express or implied by statute, common law, trade usage, custom and otherwise in respect of the quality or fitness for purpose, description of Goods, standard of Services/workmanship or otherwise.

9. LIMITATION OF LIABILITY AND INDEMNITY

9.1 Excepted as provided in conditions 6.2 and 8, CTG shall have no liability to the Customer for any damages or losses (indirect or direct) or Consequential Loss resulting from defects in design, materials, or workmanship or statement of opinion or from any act or default of CTG (whether negligent or otherwise) or the refurbisher unless caused intentionally or recklessly by the CTG.

9.3 The CTG’s aggregate liability to the Customer whether for negligence, tort, delict, quasidelict, under quasi-contract or breach of contract, misrepresentation or under warranty in terms of clause 8 or otherwise shall in no circumstances exceed the invoiced value of the Goods and/or Services which give rise to such liability in respect of any occurrence or series of occurrences.

9.4 The Customer will indemnify CTG, its employees, agents, sub-contractors and associated companies against all damages, losses, costs, claims or expenses (including reasonable legal fees) for any liability of such parties towards a third party arising out of or in connection with any Goods or Services supplied by CTG or Customer’s Goods sold by CTG under Conditions 6.3 and 6.4.

9.5 Neither Party shall be liable for one to the other for Consequential Loss arising out of the performance, defective performance or non-performance of this contract. The Parties agree to exclude Consequential Loss to the maximum extent possible by law. In these Conditions, the expression “Consequential Loss” shall mean indirect losses and/or loss of production loss of product, loss of use and loss of revenue, profit or anticipated profit.

10. EXCUSABLE DELAY
10.1 CTG shall not be liable for the loss, damage or otherwise as a direct or indirect result of the failure to perform or delay in performing any of its obligations or be in breach of an agreement with the Customer as a result of the occurrence of any circumstance or event beyond its control, including, without limitation, failure to receive or delay in receipt of the Customer’s Goods, acts of God, fire, flood, storm, civil disturbance, explosion, power failure or reduction of power supplies, acts, orders or requirements of any governmental or regulatory body, lack or shortage of materials or parts, inability to procure or delay in procuring equipment and materials from its normal suppliers, mechanical breakdown or strike, lock-out or labor dispute, and the action or inaction of any government or other competent authority or the refusal of any license, certificate or permission.

10.2 If CTG cannot complete any Services or supply any Goods for any such reasons as is mentioned in Condition 10.1 for a period of 30 days, each party’s obligations to the other will terminate on written notice of either party and CTG shall be paid in proportion to the amount of completed Goods and/or Services delivered and, once paid, shall deliver any Customer’s Goods in its possession to the Customer.

10.3 The CTG shall as soon as reasonably practicable give the Customer notice of any such event as is mentioned in Condition 10.1 which causes CTG to be unable to perform its obligations on time or at all. This Condition 10 shall not apply to the Customer’s payment obligations.

11. FINANCIAL CONDITION OF CUSTOMER

11.1 If the events in (a) to (e) listed below occur, all sums outstanding to CTG shall become immediately due and payable and CTG may elect to proceed with the performance of contracts subsisting with the Customer or to treat such contracts as discharged. In the case of the latter, the Customer shall remain liable to indemnify the CTG against all costs incurred by CTG in connection with such contracts until their discharge.

(a) The Customer breaches any of its obligations to CTG; or,

(b) the Customer wrongfully stops payment of any debt or is deemed to be unable to pay its debts; or,

(c) a receiver, liquidator, trustee, or similar officer is appointed over the whole or any substantial part of the Customer’s undertaking, property or assets or if a petition is presented for the appointment of an administrator of the Customer; or,

(d) the security of any of the Customer’s secured obligations is enforced or any distress, execution, sequestration or other process is levied or enforced on or taken out against the Customer; or,

(e) the Customer enters into or offers to enter into any arrangements or composition for the benefit of its creditors; or,

(f) provisions equivalent to (c), (d) or (e) in any other system of law or jurisdiction apply to the Customer.

11.2 If a contract for Services or Goods is terminated under Condition 11.1, the Customer shall pay CTG in proportion to the quantity of Services (and other ordered work) completed and/or Goods supplied or ready for delivery in terms of condition 5 at the time of termination together with the cost of all reassembly and packing work necessary to put the Customer’s Goods (and other property) in a condition suitable for delivery to the Customer. In each instance CTG may retain the Customer’s Goods pending payment of all of the Customer’s invoices in full.

12. INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION

12.1 The Customer warrants that any design or instructions furnished by it shall not cause the CTG to infringe any letters patent or other intellectual property right.
12.2 The sale of any Goods does not convey to the Customer any license or right to use any of the CTG’s intellectual property which might form part of such Goods except to the extent that it is actually embodied in the Goods.

12.3 Any information received by one Party from the other shall be treated as confidential by the receiving Party and shall not be divulged by the receiving Party, its servants or agents to any person, firm or corporation (always excepting its own servants and agents but only to the extent necessary and subject to the same restrictions), except where authorized in writing by the Party providing such information.

12.4 The obligations of confidentiality expressed in Clause 12.3 above shall not apply to information, which:
- Was in the public domain other than through a breach of this clause; or
- Was in the possession of the receiving Party prior to being so obtained; or
- Was obtained from an independent third party which had full rights of disclosure; or
- Was independently developed by the receiving Party; or
- Requires to be disclosed to any government authority or court of law having the legal right to enforce such disclosure.

13. GENERAL

13.1 CTG shall be entitled to sub-contract performance of the whole or part of any agreement governed by these Conditions without prior notice to or the consent of the Customer.

13.2 If any part of any provision of these Conditions or any agreement governed by these Conditions shall be invalid or unenforceable, the remainder of such provision and all other provisions of these Conditions or any agreement governed by these Conditions shall remain valid and enforceable to the fullest extent permitted by law.

13.3 No amendment or variation of these Conditions or any agreement governed by these Conditions shall be effective unless it is made or confirmed in a written document signed by an authorized representative of CTG.

13.4 Any release, delay or waiver by CTG in favor of the Customer of any (or part of any) of its rights, power or privileges under these Conditions or any agreement governed by these Conditions shall only be binding if it is given in writing. Any binding release, delay or waiver shall:
- be confined to the specific circumstances in which it is given;
- not affect any other enforcement of the same right or the enforcement of any other right by or against any of the parties; and
- be revocable at any time in writing.

13.5 Excepting Condition 13.1, neither Party may assign, novate or subcontract any of its rights or duties without the prior written consent of the other.

13.6 Headings are included for convenience only and shall not affect the interpretation or construction of these Conditions. In these Conditions, unless the context requires otherwise, references to a statute or statutory provision includes any consolidation, re-enactment, modification or replacement of the same and any subordinate legislation in force under the same from time to time; the masculine, feminine or neuter gender includes the other gender, references to the singular includes the plural (vice versa) and any reference to persons includes firms, corporations and unincorporated associations.
13.7 Insofar as it is possible to do so, the provisions of the United Nations Convention on Contracts for the International Sale of Goods are excluded from any contract for sale of goods between CTG and the Customer.

13.8 Conditions 3.5, 4, 5.2, 5.3, 5.4, 6, 7, 8, 9, 11, 12, 13.2, 13.6, 13.7, 13.8 and 14 shall continue to have effect notwithstanding the termination of any contract between CTG and the Customer which is subject to these Conditions.

14. LAW AND JURISDICTION

14.1 These Conditions and any agreement between CTG and the Customer to which these Conditions apply shall be governed by and construed in accordance with Florida state and United States Federal law.

14.2 The parties agree that the Florida and US courts shall have exclusive jurisdiction to adjudicate in any dispute which arises out of or in relation to these Conditions.