

DATED : 1st February 2021

- (1) CRALEY Group Limited**
- (2) Madison County Fiscal Court**

SUPPLY OF GOODS AND SERVICES AGREEMENT

Madison County, KY
Lexington Road Links and Jolly Ridge Links
Project Reference: P-200601-MADI
Version 5: 1st February 2021

THIS AGREEMENT is made the 1st day of February 2021

BETWEEN:

- (1) **CRALEY Group Limited** a company registered in United Kingdom under number 08475341 whose registered office is at Abbey House, 282 Farnborough Road, Farnborough, Hampshire. GU14 7NA (“CRALEY”) and
- (2) **Madison County Fiscal Court** a company registered in the United States of America at 135 W Irvine St, 3rd Floor, Richmond, KY 40475 (“Madison County”)

WHEREAS:

- (1) CRALEY supplies the Goods and Services as specified in Schedule 1 and Schedule 2 of this Agreement.
- (2) Madison County wishes to purchase the Goods and Services from CRALEY.
- (3) CRALEY is willing to supply the Goods and Services to Madison County on the terms set out in this Agreement.

IT IS AGREED as follows:

• **Definitions and Interpretation**

- 1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

“Business Day”	means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in the UK;
“Commencement Date”	Means 1 st February 2021
“Confidential Information”	means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with this Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);

“DDP¹”	CRALEY deliver the goods at their own expense and risk to a destination in the import country, taking care of all formalities and paying all import duties in addition to all costs. (Subject to Schedule 6)
“Delivery Location”	A single location situated within the State of Kentucky, as designated by Madison County, in which all Goods will be delivered
“Goods”	means the Goods to be supplied by CRALEY detailed in Schedule 1;
“Services”	means the Services to be provided by CRALEY detailed in Schedule 2
“Reasonable Endeavours”	An obligation to use ‘reasonable endeavours’ means that a party should adopt and pursue a reasonable course of action in order to achieve the desired result.

- 1.2 Unless the context otherwise requires, each reference in this Agreement to:
- 1.2.1 “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
 - 1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the time of this agreement;
 - 1.2.3 “this Agreement” is a reference to this Agreement and each of the Schedules as amended or supplemented at the time of this agreement;
 - 1.2.4 a Schedule is a schedule to this Agreement; and
 - 1.2.5 a Clause or paragraph is a reference to a Clause of this Agreement (other than the Schedules) or a paragraph of the relevant Schedule.
 - 1.2.6 a “Party” or the “Parties” refer to the parties to this Agreement.
- 1.3 The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.
- 1.4 Words imparting the singular number shall include the plural and vice versa.
- 1.5 References to any gender shall include the other gender.
- 1.6 References to persons shall include corporations.

2. Official Contacts

Official contacts to which all notifications should be addressed:

CRALEY

Name: Andy Harris

Position: Chief Executive Officer

Address: Abbey House, 282 Farnborough Road, Farnborough, Hants. GU14 7NA. UK.

Email: andy.harris@craley.com

Telephone: +44 1252 962 111

Fax: +44 1252 962 123

Madison County

Name: Dustin Heiser

Position: EMA/CSEPP Director

Address: 560 S Keeneland Drive, Richmond, KY 40475

Email: Dustin.heiser@madisoncountky.us

Telephone: 859-624-4787

Fax: 859-626-9084

3. Specification of the Goods

3.1 Goods will be supplied in accordance with the products listed in Schedule 1.

3.2 All Goods sold by CRALEY to Madison County pursuant to this Agreement shall conform in all respects to the Specification as detailed in the Final Study documents provided to Madison County, taking into account any changes or modifications being supplied in supporting documentation via received addendums and contracts; and Madison County shall be entitled to reject any quantity of the Goods which is not in accordance with the Specification, subject to and in accordance with the provisions of Clause 5.

4. Manufacture and Delivery of Goods

4.1 CRALEY shall use all reasonable endeavours to manufacture the Goods to fulfil its obligations under this Agreement.

4.2 CRALEY shall use all reasonable endeavours to deliver Madison County's orders for the goods on the date specified in the relevant order or, where no date is specified by Madison County, within a reasonable time of the order, but the time of delivery shall not be of the essence and if, despite those endeavours, CRALEY is unable for any reason to fulfil any delivery of the Goods on the specified date or, where no date is specified by Madison County, within a reasonable time of the order CRALEY shall not be deemed to be in breach of this Agreement.

- 4.3 CRALEY can accept no responsibility for delays in delivery of the Goods and Services caused by international shipping issues, customs issues or issues related to the current pandemic.
- 4.4 CRALEY will arrange for suitable transport for the Goods from CRALEY's premises to Madison County's premises or a single alternative location, as designated by Madison County, within the State of Kentucky, the "Delivery Location".
- 4.5 CRALEY will arrange for sufficient insurance cover for the replacement value of the goods whilst in transit.
- 4.6 CRALEY will ship all products under INCO Terms 'DDP¹' Delivery and Duty Paid; excluding payment of sales tax (see Schedule 6)
- 4.7 Delivery of the Goods shall be deemed to have taken place when the Goods arrive at the Delivery Location.
- 4.8 Risk in, and responsibility for, the Goods shall pass to Madison County once they arrive at the Delivery Location.

5. Defective Goods

- 5.1 Madison County shall, within 5 Business Days of the arrival of each delivery of the Goods at Madison County's premises, submit a Rejection Notice to CRALEY specifying any defect by reason of which Madison County alleges that the Goods delivered are not in accordance with the Specification and which should be apparent on reasonable inspection.
- 5.2 If Madison County fails to give such Rejection notice then, except in respect of any defect which is not one which would be apparent on reasonable inspection, the Goods shall be conclusively presumed to be in all respects in accordance with the Specification, and accordingly Madison County shall be deemed to have accepted the delivery of the Goods in question and CRALEY shall have no liability to Madison County with respect to that delivery.
- 5.3 If Madison County gives such Rejection Notice in respect of any delivery of the Goods which are not in accordance with the Specification, CRALEY shall, in a reasonable timeframe, supply replacement Goods which are in accordance with the Specification (in which event CRALEY shall not be deemed to be in breach of this Agreement or have any liability to Madison County).

6. Provision of Services

- 6.1 CRALEY shall provide the Services to Madison County as specified in Schedule 2.
- 6.2 CRALEY shall provide the Services with reasonable skill and care
- 6.3 CRALEY shall act in accordance with all reasonable instructions given to it by Madison County provided that such instructions are compatible with the specification of Services provided in Schedule 2.
- 6.4 CRALEY shall use all reasonable endeavours to accommodate any reasonable changes in the Services that may be requested by Madison County, subject to Madison County's acceptance of any related reasonable changes to the sums due that may be due as a result of such changes.

7. Customer's Obligations Pertaining To Services

- 7.1 Madison County shall use all reasonable endeavours to provide all pertinent information to CRALEY that is necessary for the provision of the Services.
- 7.2 Madison County may, from time to time, issue reasonable instructions to CRALEY in relation to the provision of the Services. Any such instructions should be compatible with the specification of the Services provided in Schedule 2.
- 7.3 In the event that CRALEY requires the decision, approval, consent or any other communication from Madison County in order to continue with the provision of the Services or any part thereof at any time, Madison County shall provide the same in a reasonable and timely manner.
- 7.4 If any consents, licences or other permissions are needed from any third parties such as landlords, planning authorities, local authorities, regulatory bodies or similar, it shall be Madison County's responsibility to obtain the same in advance of the provision of the Services (or the relevant part thereof).
- 7.5 If the nature of the Services requires that CRALEY has access to Madison County's premises or any other location, access to which is lawfully controlled by Madison County, Madison County shall ensure that CRALEY has access to the same at the times agreed.
- 7.6 Any delay in the provision of the Services resulting from Madison County's failure or delay in complying with any of the provisions of this Clause 7 shall not be the responsibility or the fault of CRALEY.
- 7.7 Due to the current COVID pandemic, it is planned that all Services will be carried out by CRALEY virtually using video conference calls and similar.
 - 7.7.1 In the event that CRALEY are required to physically attend meetings or site visits in relation to the provision of the Products and/or Services, any required travel costs shall be agreed between the Parties, and approved by Madison County, prior to any travel costs being incurred.

8. Pricing and Payments

- 8.1 The pricing for the Goods and Services shall be those as set out in Schedule 3.
- 8.2 Due to the fact that the Goods will be custom engineered specifically for the Madison County projects, it is necessary for stage payments to be made in accordance with the payment schedule as set out in Schedule 4.
- 8.3 To ensure swift production and shipping of the Goods, and to prevent delays due to international cheque clearance times, each stage payment should be made by way of bank transfer to the account specified in Schedule 5.
- 8.4 In the case of an outstanding sum due and payable from Madison County, CRALEY shall be entitled to suspend deliveries of the Goods and/or provision of the Services until the outstanding sum has been received.

9. Confidentiality

- 9.1 Each Party undertakes that, except as provided by sub-Clause 9.2 or as authorised in writing by the other Party, it shall, at all times during the continuance of this Agreement and 3 years after its termination:
 - 9.1.1 keep confidential all Information that has been explicitly marked as Confidential;
 - 9.1.2 not disclose any Confidential Information to any other party;
 - 9.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to the terms of this Agreement;
 - 9.1.4 not make any copies of, record in any way or part with possession of any Confidential Information; and
 - 9.1.5 ensure that none of its directors, officers, employees, agents, sub-contractors or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-Clauses 9.1.1 to 9.1.4 above.
- 9.2 Either Party may:
 - 9.2.1 disclose any Confidential Information to:
 - 9.2.1.1 any sub-contractor or supplier of that Party;
 - 9.2.1.2 any governmental or other authority or regulatory body; or
 - 9.2.1.3 any legitimate request under the Kentucky Open Meetings Act; or
 - 9.2.1.4 any employee or officer of that Party or of any of the aforementioned persons, parties or bodies;
 - 9.2.2 use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is at the date of this Agreement, or at any time after that date becomes, public knowledge through no fault of that Party. In

making such use or disclosure, that Party must not disclose any part of the Confidential Information which is not public knowledge.

10. **Limitation of Liability**

- 10.1 This Clause 10 sets out the entire financial liability of the Parties (including that for the acts or omissions of their employees, agents or subcontractors) to each other for any breach of this Agreement; any use made by Madison County of the Goods or Services; and any representation, statement or tortious act or omission (including, but not limited to, negligence and breach of statutory duty) arising out of or in connection with this Agreement.
- 10.2 Subject to sub-Clause 10.3, neither Party shall be liable to the other, whether in contract, tort (including negligence), restitution, or for breach of statutory duty or misrepresentation for any loss of profit, loss of goodwill, loss of business opportunity, loss of anticipated saving, loss or corruption of any data or information, or any special, indirect or consequential damage or loss that may be suffered by the other Party that arises out of or in connection with this Agreement.
- 10.3 Nothing in this Agreement shall limit the liability of either Party to the other for fraud or fraudulent misrepresentation, for deliberate default or wilful misconduct, or for death or personal injury arising out of negligence.
- 10.4 Nothing in this Agreement shall limit the liability of either Party to the other for breach of the terms implied by Section 12 of the Sale of Goods Act 1979 or for breach of Section 2 of the Consumer Protection Act 1987 or for violations of the Uniform Commercial Code as in Kentucky Law KRS Chapter 355.
- 10.5 The total liability of CRALEY arising out of or in connection with this Agreement (whether in contract, tort (including negligence), restitution, for breach of statutory duty or misrepresentation or otherwise) shall be limited to \$1,000,000 (one million USD).

11. **Force Majeure**

- 11.1 No Party to this Agreement shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action, governmental restrictions due to COVID-19 or any other event that is beyond the control of the Party in question.

12. **Termination**

- 12.1 Either Party may immediately terminate this Agreement by giving written notice to the other Party if:

- 12.1.1 any sum owing to that Party by the other Party under any of the provisions of this Agreement is not paid within 60 Business Days of the due date for payment;
 - 12.1.2 an encumbrancer, or also known as Lender/Lienholder, takes possession, or where the other Party is a company, a receiver is appointed, of any of the property or assets of that other Party;
 - 12.1.3 the other Party makes any voluntary arrangement with its creditors or, being a company, becomes subject to an administration order affecting the terms herein (within the meaning of the Insolvency Act 1986);
 - 12.1.4 the other Party, being an individual or firm, has a bankruptcy order made against it or, being a company, goes into liquidation (except for the purposes of bona fide amalgamation or re-construction and in such a manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that other Party under this Agreement);
 - 12.1.5 anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the other Party, or;
 - 12.1.6 the other Party ceases, or threatens to cease, to carry on business
- 12.2 The rights to terminate this Agreement given by this Clause 12 shall not prejudice any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.

13. **Effects of Termination**

Upon the termination of this Agreement for any reason:

- 13.1 any sum owing by either Party to the other under any of the provisions of this Agreement shall become immediately due and payable;
- 13.2 all Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of this Agreement shall remain in full force and effect;
- 13.3 termination shall not affect or prejudice any right to damages or other remedy which the terminating Party may have in respect of the event giving rise to the termination or any other right to damages or other remedy which any Party may have in respect of any breach of this Agreement which existed at or before the date of termination;
- 13.4 subject as provided in this Clause 13 and except in respect of any accrued rights neither Party shall be under any further obligation to the other; and
- 13.5 each Party shall (except to the extent referred to in Clause 9) immediately cease to use, either directly or indirectly, any Confidential Information, and shall immediately return to the other Party any documents in its possession or control which contain or record any Confidential Information.

14. **No Waiver**

No failure or delay by either Party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

15. **Further Assurance**

Each Party shall execute and do all such further deeds, documents and things as may be necessary to carry the provisions of this Agreement into full force and effect.

16. **Costs**

Subject to any provisions to the contrary each Party to this Agreement shall pay its own costs of and incidental to the negotiation, preparation, execution and carrying into effect of this Agreement.

17. **Set-Off**

Neither Party shall be entitled to set-off any sums in any manner from payments due or sums received in respect of any claim under this Agreement or any other agreement at any time.

18. **Relationship of the Parties**

Nothing in this Agreement shall constitute or be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in this Agreement.

19. **Third Party Rights**

No part of this Agreement is intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

20. **Notices**

All notices under this Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice and provided to both parties, sent to the official contacts as detailed in Clause 2.

20.1 Notices shall be deemed to have been duly given:

20.1.1 when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or

20.1.2 when sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated; or

20.1.3 on the tenth business day following mailing,

21. Entire Agreement

- 21.1 This Agreement contains the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.
- 21.2 Each Party acknowledges that, in entering into this Agreement, it does not rely on any representation, warranty, assurance or other provision (made innocently or negligently) except as expressly provided in this Agreement.

22. Severance

In the event that one or more of the provisions of this Agreement is found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed severed from the remainder of this Agreement. The remainder of this Agreement shall be valid and enforceable.

23. Dispute Resolution

- 23.1 The Parties shall attempt to resolve any dispute arising out of or relating to this Agreement through negotiations between their appointed representatives who have the authority to settle such disputes.
- 23.2 In the event that, despite all reasonable efforts, the Parties are unable to reach a resolution, then a professional firm of arbitrators, recognised by the International Arbitration Institute, will be appointed as a final method for resolution.
- 23.3 It is agreed by the Parties that the chosen firm of arbitrators should be based in a neutral country.
- 23.4 The Parties hereby agree that the decision and outcome of the final method of dispute resolution under this Clause 23 shall be final and binding on both Parties.

24. Law and Jurisdiction

- 24.1 This Agreement (including any non-contractual matters and obligations arising there from or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 24.2 Subject to the provisions of Clause 23, any dispute, controversy, proceedings or claim between the Parties relating to this Agreement (including any non-contractual matters and obligations arising there from or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

SIGNED for and on behalf of **CRALEY Group Limited** by:

Andy Harris, Chief Executive Officer

Authorised Signature

Print

Date: _____

SIGNED for and on behalf of **Madison County Fiscal Court** by:

Reagan Taylor, Executive Judge **JUDGE EXECUTIVE**

R. Taylor

Authorised Signature

REAGAN TAYLOR

Print

Date: **3/10/21**

SCHEDULE 1

Goods

Lexington Road Links	
Final Fittings & Accessories	Quantity
CRALEY Fibre™ Stainless Steel T-Series Vertical Entry Flange Final Fitting	70 Units
CRALEY Fibre™ 16/8 Armoured Messenger Pipe	44,000 ft
CRALEY Fibre™ 72 Fibre Cable - 72-strand	44,000 ft
CRALEY Fibre™ Labels	70 Units
CRALEY Fibre™ 16/8 Water Blocks	70 Units
Installation Fittings	Quantity
CRALEY Fibre™ Draw Line Installation Fitting - Upper Part - Type A	1 Unit
CRALEY Fibre™ Draw Line Installation Fitting - Lower Part - Type A	1 Unit
CRALEY Fibre™ Mag-Grab & Inspection Installation Fitting - Upper Part - Type B	1 Unit
CRALEY Fibre™ Mag-Grab & Inspection Installation Fitting - Lower Part - Type B	1 Unit
CRALEY Fibre™ Mag-Grab & Inspection Installation Fitting - Lower Part - Type C	1 Unit
CRALEY Fibre™ Messenger Pipe™ Installation Fitting - Upper Part - Type C	1 Unit
CRALEY Fibre™ Messenger Pipe™ Installation Fitting - Lower Part - Type D	1 Unit
CRALEY Fibre™ Messenger Pipe™ Installation Fitting - Lower Part - Type E	1 Unit
CRALEY Fibre™ Messenger Pipe™ Installation Fitting - Lower Part - Type F	1 Unit
Installation Kit	Quantity
Neutral Buoyancy Sonde Transmitter & LED POD	1 Unit
Disinfection Chamber Sponge (+ 1 Spare)	1 Unit
Pack/25 of 3mm Aluminium Crimp Ferrules	1 Unit
Pack/20 3mm Stainless Steel Cable Eyes	1 Unit
Dyneema Draw Line Reel	1 Unit
Dyneema Draw Line - 1500m	1 Unit
CRALEY Fibre™ draw line reel drill attachment	1 Unit
Pack/100 Chlorination Tablets (1 tablet to 1 Litre/2 pints of water for a 1,000ppm solution)	1 Unit
Additional Installation Accessories Required	Quantity
Disinfection Chamber Sponge	4 Units
Spare Pack for Installation Fittings (including O Rings, hydraulic lip-seals, LED spare lamp)	1 Unit
Pack/100 3mm Crimp Ferrules	1 Unit
Stainless Steel Retrieval Hook	2 Units
16/8 Messenger Pipe™ Sock	8 Units
Pack/20 3mm Cable Eye	1 Unit
CRALEY Fibre™ Water Grade Disinfection Pump Spray - 1 Litre	2 Units
CRALEY Fibre™ 500m/1640ft Dyneema Draw Line Reel	1 Unit
CRALEY Fibre™ 1500m/4920ft Dyneema Draw Line Reel	1 Unit
CRALEY Fibre™ Parachute - 150mm	4 Units
CRALEY Fibre™ Parachute - 175mm	4 Units
CRALEY Fibre™ Parachute - 225mm	4 Units
CRALEY Fibre™ Parachute - 250mm	4 Units

SCHEDULE 1 Continued (Goods)

¹ See Schedule 6
CONFIDENTIAL

Jolly Ridge Links	
Final Fittings & Accessories	Quantity
CRALEY Fibre™ Stainless Steel 2" T-Series Flange Final Fitting	54 Units
CRALEY Fibre™ 10/6 Standard Messenger Pipe	55,700 ft
CRALEY Fibre™ 16/8 Armoured Messenger Pipe with Stainless Steel Layer for direct burying between links	9,900ft
CRALEY Fibre™ 48 Fibre Cable - 48-strand	62,300 ft
CRALEY Fibre™ Labels	54 Units
CRALEY Fibre™ 10/6 Water Blocks	54 Units
Installation Fittings	Quantity
CRALEY Fibre™ Draw Line Installation Fitting - Upper Part - Type A	1 Unit
CRALEY Fibre™ Draw Line Installation Fitting - Lower Part - Type G	1 Unit
CRALEY Fibre™ Mag-Grab & Inspection Installation Fitting - Upper Part - Type B	1 Unit
CRALEY Fibre™ Mag-Grab & Inspection Installation Fitting - Lower Part - Type H	1 Unit
CRALEY Fibre™ Messenger Pipe™ Installation Fitting - Upper Part - Type C	1 Unit
CRALEY Fibre™ Messenger Pipe™ Installation Fitting - Lower Part - Type I	1 Unit
Installation Kit	Quantity
Neutral Buoyancy Sonde Transmitter & LED POD	1 Unit
Disinfection Chamber Sponge (+ 1 Spare)	1 Unit
Pack/25 of 3mm Aluminium Crimp Ferrules	1 Unit
Pack/20 3mm Stainless Steel Cable Eyes	1 Unit
Dyneema Draw Line Reel	1 Unit
Dyneema Draw Line - 1500m	1 Unit
CRALEY Fibre™ draw line reel drill attachment	1 Unit
Pack/100 Chlorination Tablets (1 tablet to 1 Litre/2 pints of water for a 1,000ppm solution)	1 Unit
Additional Installation Accessories Required	Quantity
Disinfection Chamber Sponge	4 Units
Spare Pack for Installation Fittings (including O Rings, hydraulic lip-seals, LED spare lamp)	1 Unit
Pack/100 3mm Crimp Ferrules	1 Unit
10/6 Messenger Pipe™ Sock	8 Units
Pack/20 3mm Cable Eye	1 Unit
CRALEY Fibre™ Parachute - 100mm	12 Units

SCHEDULE 2

Services

Description of Service
Training & Professional Oversight
Packing, Loading and Shipping of the Goods
Insurance for the replacement value of the Goods during shipment to the Delivery Location
US Customs clearance fees
Liaising with US Customs and payment of Duties

SCHEDULE 3

Pricing

Lexington Road Links	Price USD
Final Fittings & Accessories	\$342,893
Installation Fittings	\$17,349
CRALEY Fibre™ Standard Installation Kit	\$4,147
Additional Installation Accessories Required	\$8,860
Training & Professional Oversight	\$11,179
Total goods for Lexington Road links	\$384,428

Jolly Ridge Links	Price USD
Final Fittings & Accessories	\$295,533
Installation Fittings	\$14,317
CRALEY Fibre™ Standard Installation Kit	\$4,147
Additional Installation Accessories Required	\$5,716
Total goods for Jolly Ridge links	\$319,713

Total Price for Goods & Services <i>(Excluding any local sales taxes)</i>	\$704,141
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Delivery Terms

All Goods will be delivered on INCO Term DDP¹ (Delivered Duty Paid).

The Total Price for Goods & Services includes packaging, loading, delivery of the goods to a single location within the State of Kentucky, replacement insurance cover during transit, US customs clearance fees and US customs duties.

See Schedule 6 for important notes regarding local sales taxes.

Payment Schedule

Due to the fact that each component will be custom engineered for the specific projects, it is necessary for stage payments to be made in accordance with the following plan:

%	Description	Price USD
40%	Stage Payment #1: On placement of Official Purchase Order	\$281,657
30%	Stage Payment #2: Prior to shipping of goods to USA	\$211,243
20%	Stage Payment #3: On receipt of goods at the Delivery Location	\$140,829
10%	Stage Payment #4: On completion of Professional Oversight & Training	\$70,412
		\$704,141

Payments should be made by bank transfer. Extended delivery times may apply if payment is made by a check drawn on a US bank.

SCHEDULE 5

Bank Details

Payments in USD (\$) should be made to:

Barclays Bank
Account Name: CRALEY Group Limited
Sort Code: 20-61-82
Swift Code: BUKBGB22
Account Number: 84694588
IBAN: GB65 BUKB 2061 8284 6945 88

Payments in GBP (£) should be made to:

Barclays Bank
Account Name: CRALEY Group Limited
Sort Code: 20-61-82
Swift Code: BUKBGB22
Account Number: 23991873
IBAN: GB66 BUKB 2061 8223 9918 73

SCHEDULE 6

INCO Term DDP

Definition of DDP

For a delivery based on **DDP** (delivered duty paid), the seller (CRALEY) delivers the goods at their own expense and risk to a destination in the import country, taking care of all formalities and paying all import duties in addition to all costs.

Notes:

The offer from CRALEY of a delivery on an INCO Term DDP basis, is on the understanding that Madison County is an exempt entity within the State of Kentucky for local sales taxes.

Madison County undertake to provide CRALEY with the required sales tax exemption papers in order for CRALEY to provide evidence to the US Customs Authorities of Madison County's exemption

In the event that the US Authorities do impose a Sales Tax charge on the Goods & Services, Madison County undertake to make all reasonable efforts to assist CRALEY in getting any such sales tax charges refunded.

Madison County further undertake to indemnify CRALEY against any sales tax charges that may ultimately be levied.