

# STANDARD UK TERMS AND CONDITIONS

## 1. DEFINITIONS

The "Quotation" means the Supplier's Quotation to the Purchaser.  
The "Order Acknowledgement" means the Supplier's written confirmation as to price, delivery, details and conditions covering the Goods to be supplied.  
The "Purchaser" means the Company, firm or individual to whom the quotation, Order Acknowledgement or invoice is addressed.  
The "Supplier" means the Company on behalf of whom the Quotation or order acknowledgement is signed.  
The "Goods" means the items to be sold and/or delivered under any contract arising from the supplier's order acknowledgement of the purchaser's order.  
Words importing the singular only shall include the plural and vice versa.

## 2. APPLICATION

The placing of any order shall be deemed to constitute acceptance of these conditions, which shall apply to any contract, created by the supplier of such order. Any terms or conditions, which the purchaser may seek to impose, shall be inapplicable unless expressly accepted in writing by the Supplier.

## 3. VALIDITY

The Supplier reserves the right to withdraw or cancel any quotation without liability prior to acceptance. Unless previously withdrawn any quotation shall remain valid for a period of thirty (30) days from the date thereof. Neither order nor any amendment to any order shall be deemed to be contractually binding upon the supplier unless and until expressly accepted in writing by the Supplier, whereupon a contract shall stand concluded.

## 4. PRICES

The prices quoted for goods are firm unless stated otherwise for the delivery period stated in the quotation. The prices quoted for the goods are based on the supply of the goods to the relevant specifications and drawings at the date of issue of the quotation and are subject to adjustment in the event of any modification being incorporated therein before or after delivery either at the request or with the consent or knowledge of the purchaser. All prices quoted are exclusive of Value Added Tax (If any)

## 5. DRAWINGS

All specifications, drawings, descriptive weights and dimensions submitted with a quotation and the descriptions and illustrations contained in the sales literature and price lists are approximate only and none of these shall form part of any contract. All drawings, technical documents issued either before or after the formation of the contract for the use or information of the purchaser and other information supplied to the purchaser including specifications shall not be copied, reproduced or communicate to any third party, or used other than in connection with the goods, without the suppliers express consent in writing.

## 6. INSPECTION AND TESTING

The supplier operates system of testing goods. If any additional testing is desired by the purchaser, any additional expense, which is incurred thereby, shall be borne by the Purchaser.

## 7. DESPATCH

Any time or date for despatch specified by the supplier is an estimate only and the supplier shall incur no liability in respect of any delay.

## 8. STORAGE

If the purchaser shall fail to give to the Supplier instructions for delivery within three weeks of notification by the Supplier that the goods are ready for delivery, the supplier may without further reference to the Purchaser arrange for storage of the goods. Charges for storage and demurrage and insurance shall be paid by the Purchaser and the goods shall be subject to a lien of the supplier therefore, in addition to the Supplier's lien as unpaid vendor, in cases where the purchaser has failed to pay for the goods.

## 9. CARRIAGE AND PACKING

Unless otherwise specified, prices quoted are ex works and exclusive of packing.

## 10. DAMAGE, SHORTAGE OR LOSS IN TRANSIT

The Supplier shall not be held in any way responsible for:

- i) Any damage, shortage or loss in transit unless:
  - a) the same be notified in writing to the supplier and the carrier within three (3) days of receipt of the Goods by the Purchaser and
  - b) the goods have been handled by the purchaser in accordance with the carriers contract conditions
- ii) Non-delivery unless the same be notified in writing both to the supplier and the carrier within twenty-one (21) days from the date of the Suppliers invoice.

## 11. WARRANTY

- I) The Supplier undertakes subject to paragraph (ii) below to replace or at its option repair free of charge any of the goods or parts thereof which shall be proved to the suppliers satisfaction to be defective through faulty materials or workmanship provided that such defect is discovered within the warranty period stated overleaf.
- II) Written notice of the defect together with full details thereof must be given to the supplier within 28 days of the discovery of the defect, if appropriate a Return Authorisation Number will then be issued by the Supplier.
- III) Defective Goods returned to the Supplier must be clearly marked on the package with the Return Authorisation Number, be satisfactorily packed and carriage paid and remain at the purchasers risk.
- IV) In the event of any claim presented under warranty being found on investigation by the supplier to be outside the scope of warranty or the fault being unconfirmed, then the liability for such investigation shall be borne by the purchaser. The supplier shall at its option either charge for the investigation on a time and material basis, or charge an amount as advised from time to time to the purchaser.
- V) This warranty shall not be assigned without the written consent of the supplier.

## 12. SUPPLIER'S LIABILITY

- I) The purchaser accepts any liability arising under section 2(I) of the Unfair Contract Terms Act 1977.
- II) Subject to the provisions below, the Supplier makes no attempt to contract out of any liability which may accrue to it by virtue of the provisions of section 12, 13, 14(2) and 15 of the Sale of Goods Act 1979 as amended. Save in the case of experimental or prototype equipment, the Supplier also accepts any liability arising under section 14(3) of the said Act

- as amended ALWAYS PROVIDED that the purpose of which the goods are intended is known to it at the date of entering into the contract for the sale of them.
- III) Save as aforesaid all other conditions and warranties express or implied whether arising by statute or common law or otherwise are hereby expressly excluded and the Supplier shall not be liable for any loss, injury or damage caused or arising by reference to them.
- IV) If notwithstanding the forgoing it is held that liability attaches to the supplier for breach of any condition or warranty then the damages recoverable by the Purchaser in respect of such breach shall be limited to the reasonable cost of remedying the defect or other matter constituting such breach (provided that the supplier shall first be afforded the opportunity of itself carrying out the remedial work) and the supplier shall not in any circumstances be liable for any other loss or injury or damage suffered by reason of such breach.
- V) The supplier shall not be liable in respect of any defect or other matter constituting a breach of any condition or warranty in respect of which a purchaser has a right under any warranty given by a third party manufacturer of goods, either direct to the purchaser, or to the supplier the benefit of which has been transmitted to the purchaser, unless and until the purchaser has exhausted his remedies against that manufacturer.
- VI) The supplier shall, if Goods were not manufactured by the supplier, assist the purchaser in obtaining from the manufacturer thereof the benefit of any warranty given by such manufacturer, whether such warranty is given direct to the purchaser or to the supplier with the benefit being capable of being transmitted to the purchaser.
- VII) The supplier shall incur no liability in respect of any defect or other matter which is in any way attributable to failure to follow any recommendations or advice given by the supplier to the purchaser as to the mode of storing, applying or using the goods or as to the sufficiency or suitability for purpose of the goods.
- VIII) In no circumstances shall the Supplier incur any higher liability to the purchaser hereunder than the total of the sums paid hereunder by the purchaser to the supplier.

## 13. PROPERTY AND RISK

Until the supplier has been paid in full for the goods:

- I) The goods remain the property of the supplier (although this shall not affect the passing of the risk to the purchaser) but subject to the Purchaser's right of disposal under paragraph IV);
- II) The supplier may at any time or times recover all or any of the Goods in the possession of the purchaser if the supplier judges that the amount outstanding from the purchaser is in excess of the credit limit the supplier is willing to accord to the purchaser, and for that purpose the supplier is willing to accord to the purchaser, and for that purpose the supplier and/or its servants and agents may enter upon any land or buildings where the goods are.
- III) The purchaser as bailee of the goods for the supplier will store the same for the Supplier in a proper manner without charge to the supplier.
- IV) The purchaser has the right to dispose of the goods in the course of its business for the account of the supplier and to pass good title to the goods to its customer being a bona fide purchaser for value without notice of the suppliers rights.
- V) In the event of such disposal the purchaser has the fiduciary duty to the supplier in account to the supplier for the proceeds but may retain therefrom any excess of such proceeds over the amount outstanding under the contract.

## 14. PAYMENT

- I) Unless stated otherwise, all accounts are strictly net and are payable in full not later than 30 days from the date of the invoice. If the purchaser shall fail to take delivery of any goods under any contract within twenty-eight (28) days of notification that they are ready for despatch then the supplier shall have the right to present its invoice for payment at any time after the expiry of the said period and payment shall be due thereon if delivery had been made notwithstanding the purchasers liability for storage or demurrage or insurance charges and the suppliers lien as therefor as provide in Condition 8 of these conditions. Should the Purchaser fail to make any payment when due under any contract the supplier shall have the right by notice in writing forthwith to suspend all further manufacture and/or deliveries until the default be made good or at the suppliers absolute discretion to determine any contract so far as the goods remain to be delivered without prejudice to any other right or remedies of the supplier.
- II) Where due payment of the price of any part thereof is not made the Supplier, without prejudice to its other rights hereunder, shall be entitled to charge interest on the outstanding amount at the rate of 3% p.a. above the National Westminster Bank's interbank base rate for the time being in force from the date of invoice until so much of the invoice price as is outstanding is paid.
- III) Payment shall not be delayed on account of additions, omissions or defects that do not materially affect the use of the goods or for warranty claims.

## 15. PATENTS AND DESIGN RIGHTS

The supplier reserves the right to full ownership of all inventions, designs, or processes evolved during or as a result of work carried out under any contract unless otherwise stated in the contract. The Purchaser shall indemnify the Supplier fully against all liabilities costs and expenses which the Supplier may incur as a result of work done in accordance with the Purchaser's specifications or instructions involving infringement of any patent or other propriety right.

## 16. FORCE MAJEURE

Neither party shall be responsible for any failure to perform or for any delay in performing the contract or any part thereof due to or principally due to act of God, embargo, or Government Act, fire, accident, war, riot, inclement weather, strikes, lockouts, trade disputes or labour troubles, breakdown of plant or machinery, inability to obtain adequate labour, materials or manufacturing facilities or any other cause whether of a similar nature or not beyond the control of the party in question.

## 17. ASSIGNMENT

The Supplier, and any assignee of the Supplier shall be entitled to assign any order in whole or part to any company which is a subsidiary of Harp Visual Communications Limited.

## 18. LAW

The contract shall be governed by and constructed in all respect in accordance with English Law. These conditions are additional to any rights attaching to the Supplier under statute or common law and are not in substitution therefor. The Purchaser hereby irrevocably accepts the jurisdiction of the English Civil Courts in so far as any disputes arising under or in connection with the contract are concerned.