

Eddystone Broadcast Ltd. Standard Terms & Conditions of Sale

1. GENERAL - All quotations and tenders are made and all orders are accepted subject to the following Terms and Conditions including, where applicable, the terms and conditions relating to the provision of services: - 'Products' shall mean the standard devices manufactured by us as set out in our published catalogue/data sheets from time to time: 'Contract' shall mean the Contract (including, where relevant, the quotation or tender) for supply of goods and/or Work on Site and the acceptance thereof together with all documents to which reference may properly be made in order to ascertain the rights and obligations of the parties: 'Contract Price' shall mean the sum named in the Contract as the contract price, "Commissioning" and/or other "Services" shall mean the test, commissioning and/or training of equipment, at site once fixing in position of the various items has taken place to the correct standard as set out in the installation manuals and documentation, or in the factory prior to despatch. "Non-Catalogue Products" (or "Third Party Products") means all products supplied by us other than Eddystone standard Products: which are to be part of a system supplied by us in accordance with the provisions of the Contract: "Site" means the place where equipment is to be installed together with the surrounding area as may be needed for connection of the system supplied.

"Buyer" means the Account Applicant or person who buys or agrees to buy Goods from the Seller. "Seller" means Eddystone Broadcast Limited. "Conditions" means the Conditions of Sale set out in this document and any special conditions agreed in writing by the Seller.

These "Terms and Conditions" do not affect your statutory rights when purchasing as a consumer. All contracts of sale made by the Seller shall be deemed to incorporate these terms and conditions which shall prevail over any other document or communication from the Buyer. Acceptance of delivery of Goods shall be deemed conclusive evidence of the Buyers acceptance of these Conditions.

2. VALIDITY - Unless previously withdrawn, our quotation or tender is open for acceptance within the period stated therein, or when no period is so stated, within thirty days only after its date.

3. ACCEPTANCE - The acceptance of our quotation or tender must be accompanied by sufficient information to enable us to proceed with the order forthwith, not limited to but including a valid payment method, otherwise we shall be at liberty to amend the quotation or tender prices to cover any increase in cost which has taken place after acceptance and any delivery period quoted will not start until such time that sufficient information is received.

4. PACKING - Unless otherwise specified in our quotation or tender, goods will be ex-works and ready for collection at our factory when complete (subject to payment terms), or packed for export in wooden crates if appropriate (at Buyers expense).

5. LIMITS OF CONTRACT - Our quotation or tender includes only such goods, accessories and services as specified therein.

6. PRICES - All prices are, unless otherwise stated, quoted net ex works exclusive of VAT. Any variation to prices quoted as a result of government taxes, levies, or import duties will be for the Buyers account. The Price shall be that on the Seller's current price list, or if applicable the price contained in the Seller's Quotation. Should a product's price change between receipt of order and dispatch the buyer will be notified and given the opportunity to cancel the order and receive a full refund. All Prices are exclusive of VAT and charges for packing, postage and Carriage (plus VAT) which shall be paid in addition.

7. DRAWINGS. ETC - All specifications, drawings and particulars of weights and dimensions submitted with our quotation or tender are approximate only and the descriptions and illustrations contained in our catalogues, price lists and other advertisement materials are intended merely to present a general idea of the goods described therein and none of these shall form part of the Contract. After acceptance of our quotation or tender for supply of Non-Catalogue Products a set of manuals and data sheets will be supplied free of charge on request.

8. INSPECTION AND TESTS - All products and systems will be tested and certified at our factory prior to despatch. Our Non-Catalogue or Third Party products are carefully inspected and where practicable, submitted to our standard tests at our works before despatch. If tests other than those specified in our quotation or tender, or tests in the presence of you or your representative are required, these will be charged for. In the event of any delay on your part in attending such tests or in carrying out an inspection required by you after seven days notice that we are ready, the tests will proceed in your absence and shall be deemed to have been made in your presence.

9. PERFORMANCE - We will accept no liability for failure to attain any performance figures quoted by us unless we have specifically guaranteed them (subject to any tolerance specified or agreed to by us).

10. LIABILITY FOR DELAY IN SUPPLYING - Any times quoted for despatch or delivery of Catalogue Products are given by us as an estimate only and shall not be binding upon us. Any times quoted for despatch or delivery of Non Catalogue Products are to date from receipt by us from any third party supplier. The time for despatch or delivery shall be extended by a reasonable period if delay in despatch or delivery is beyond our reasonable control, such as delivery/availability of parts or components deemed necessary for production of products. Any time described as an estimate shall not be construed as a fixed time quoted for the purposes of this clause.

11. VARIATIONS - We will use all reasonable endeavours to accommodate variations which you wish to make but if in our opinion any variation materially alters the order you previously gave us we reserve the right to vary the Contract Price, the delivery date and any other terms of the Contract as may reasonably be appropriate. The Contract Price will also be adjusted in the event of variation or suspension of work by your instructions or lack of instructions.

12. DELIVERY - Unless otherwise specified in our quotation or tender, the price quoted does not include delivery. Unless otherwise specified, we shall not be responsible for loading or offloading of goods. Whilst every reasonable effort shall be made to keep any delivery date, time of delivery shall not be of the essence and the Seller shall not be liable for any losses, costs, damages or expenses incurred by the Buyer or any other person or Company arising directly or indirectly out of any failure to meet any estimated delivery date.

13. LOSS OR DAMAGE IN TRANSIT AND OTHER NON-COMPLIANCE - Where we are responsible for delivery we will repair or at our option, replace goods lost or damaged in

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transit, provided that we are given written notification of such loss or damage within 7 days of the despatch date. You must serve us written notification within 7 days of delivery if the goods do not comply with the Contract and we will replace such goods. You are not entitled to reject the goods by reason only of short delivery.

14. WARRANTY AND LIABILITY - The Seller warrants that the Goods will at the time of delivery correspond to the description given by the Seller. Except where the Buyer is dealing as a consumer (as defined in the Unfair Contract Terms Act 1977, Section 12) all other warranties, conditions or terms relating to fitness for purpose, merchantability or condition of the Goods, whether implied by Statute, Common Law or otherwise are excluded and the Buyer is satisfied as to the suitability of the Goods for the Buyer's purpose. While every effort is made to ensure that the published product specifications are accurate, specifications are always subject to change and it is highly recommended that an evaluation of the chosen product(s) is carried out to ensure that it meets functional requirements prior to purchase.

15. RISK AND TITLE - The risk of loss or damage to the goods shall pass to you on despatch or upon the Goods being appropriated to the Buyer but kept at the Seller's premises at the Buyer's request. The goods shall remain our sole and absolute property and title in them shall not pass to you until such time as you have paid us in full for the goods and/or services: which are the subject of this or any other contract with us.

You acknowledge that you are in possession of the goods solely as bailee for us until title in the goods passes to you and, if required by us, until such time you will store the goods separately from all other goods and mark or otherwise identify them as our property. Until title in the goods passes to you we shall be entitled at any time by notice either to require you to return the goods forthwith at your expense, or to enter upon the premises where they are stored (or where they are reasonably thought to be stored) for the purpose of recovering them. The Buyer shall inspect the Goods immediately upon receipt and shall notify the Seller within a reasonable time of delivery if the Goods are damaged or do not comply with any of the Contract. If the Buyer fails to do this he is deemed to have accepted the Goods. Any Goods in respect of which any claim of defect is made shall be preserved by the Buyer intact together with the original packing at the Buyer's risk and either: (a) retained by the Buyer for a reasonable period to enable the Seller or its agent to inspect or Collect the Goods or: (b) at the Seller's option returned by the Buyer to the Seller who will refund the cost of postage and packing to the Buyer if the Goods are in fact defective.

All Eddystone products will be despatched in 'Test Mode' and set to 'Standard Operational Mode' once all obligations on payment have been met. If payment is not received in full, equipment will remain in 'Test Mode' until such time as funds have been received. If payment is made in full prior to despatch, goods will be set to 'Standard Operational Mode'.

16. TERMS OF PAYMENT - Unless we agree otherwise in writing payment shall be made in advance with order or prior to despatch or you are advised that the goods are ready for despatch. If payment of the Contract Price or any part thereof is not made by the due date, we shall be entitled: (a) to charge interest on the outstanding amount at the rate of 2% above the HSBC Bank PLC base lending rate per calendar month, accruing daily: (b) to require payment in advance of delivery of undelivered goods or completion of Work: (c) to refuse to make delivery of any undelivered goods whether ordered under the Contract or not and without incurring any liability whatever to you for non-delivery or any delay in delivery: (d) to refuse to complete Work whether ordered under the Contract or not and without incurring liability whatever to you for non completion or any delay in completion: (e) to terminate the Contract and any other contracts we may have with you.

In the case of export sales and/or non-credit approved domestic customers; payment must be made in full before despatch of any Goods. In the case of other sales, payment is due in full on the terms of credit agreed which shall not be more than 30 days from the date of invoice. Time

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for payment shall be of the essence and any failure to pay shall entitle the Seller at its option to treat the Contract as repudiated by the Buyer or to delay delivery until paid. If any act or proceedings shall be commenced in which the Buyer's solvency is concerned, all monies under any transaction covered by these Conditions shall become immediately due and payable

17. STORAGE - If we do not receive forwarding instructions sufficient to enable us to despatch the goods within 14 days after the date of notification that they are ready for despatch, you shall take delivery or arrange for storage. If you do not take delivery or arrange for storage, we shall be entitled to: (a) arrange storage either at our own works or elsewhere on your behalf and all charges for storage, for insurance or for demurrage shall be payable by you. Such charges may be invoiced by us separately from any invoice for the Contract Price and shall be payable 30 days from date of invoice or (b) terminate the Contract and resell or otherwise dispose of the goods (without prejudice to any other rights we may have against you for breach of Contract or otherwise).

18. DEFECTS AFTER DELIVERY - We will make good by repair, or at our option, the supply of a replacement, defects which under proper use, appear in the goods within a period of twelve calendar months after the goods have been delivered and arise solely from faulty design, materials or workmanship: provided that defective parts have been returned to us. Returned parts and the repaired or new parts will be delivered by us free of charge. Our liability under this Clause shall be in lieu of any warranty or condition implied by law as to the quality or fitness for any particular purpose of the goods and save as provided in this clause, we shall not be under any liability, whether in contract, tort or otherwise, in respect of defects in goods delivered or for any injury (other than death or personal injury caused by our negligence as defined in Section 1 of the Unfair Contract Terms Act. 1977), damage or loss (including indirect or consequential loss) resulting from such defects or from any work done in connection therewith.

19. CANCELLATION AND RETURNS - If it is agreed that the goods are to be returned : (a) a Goods Return number (RMA) obtained from the Seller must be clearly shown on the returned parcels and delivered door to door: (b) the Buyer will be liable for cost of remedying any damage to the Goods returned where such damage has, in the opinion of the Seller, been caused by the Goods being inadequately packaged by the Buyer or through the Buyer's fault: (c) the Seller reserves the right to make a handling and restocking charge of 25% on Goods which are returned if they were ordered in error or are no longer required. If the goods are faulty then the restocking charge will not apply. Goods returned are to have carriage paid to the factory and at the Buyers expense including any clearance, levies, taxes or customs duties. Any fees not covered will be reimbursed to the Seller upon request. Seller is not responsible for customs clearance procedures, storage or any fees associated with the RMA process of return.

20. HEALTH AND SAFETY - You must comply with all instructions, information and warnings which we supply in respect of the goods and ensure that such documentation is available to your customers or any other person handling the goods. Additional copies of the documentation can be obtained on request. You will indemnify us against any claim made against us by any third party as a result of your failure to comply with this Clause.

21. ARBITRATION - If at any time any question, dispute or difference whatsoever shall arise between you and ourselves upon, in relation to, or in connection with the Contract, either of us may give to the other notice in writing of the existence of such question, dispute or difference and the same shall be referred to arbitration.

22. LEGAL CONSTRUCTION - Unless otherwise agreed in writing the Contract shall in all respects be construed and operate as an English Contract and in conformity with English law and the English courts shall have exclusive jurisdiction over any matter arising out of the provisions of Clause 21 (Arbitration).

23. INSOLVENCY ADMINISTRATIVE RECEIVER - If you shall become bankrupt or insolvent or compound with your creditors or if a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or if a proposal is made for any other composition, scheme or arrangement with (or assignment for the benefit of) your creditors, or if a receiver, liquidator, administrator, supervisor or administrative receiver or similar officer is appointed of all or any part of your business or assets or if a petition is presented or a meeting is convened for the purpose of considering a resolution (or other steps are taken) for your winding up (other than for an amalgamation or reconstruction) or a petition is presented for an administration order in relation to you, then we shall be entitled to cancel the Contract in whole or in part without prejudice to any other right or remedy which accrues to us

24. FORCE MAJEURE - In the event that the Seller is prevented from carrying out its obligations under a contract for sale as a result of any cause beyond its control such as but not limited to Acts of God, War, Strikes, Lock-outs, Flood and Failure of third parties to deliver goods, the Seller shall be relieved of its obligations and liabilities under such contract for sale for as long as such fulfilment is prevented.

25. STATUTORY AND OTHER REGULATIONS - If the Cost of performing our obligations under the Contract shall be increased or reduced by reason of (a) the making or amendment after the date of quotation or tender of any law or of any order, regulation, or bye-law having the force of law that shall affect the performance of our obligations under the Contract. (b) any rise or fall in the cost of labour or in the cost of materials or transport above or below such rates and costs ruling at the date of quotation or tender: the amount of such increase or reduction shall be added to or deducted from the Contract Price as the case may be provided that no account shall be taken of any amount by which any cost incurred by us has been increased by our default or negligence.

26. NO WAIVER - The Seller's failure to insist upon strict performance of any provision of these Conditions shall not be deemed to be a waiver of its rights or remedies in respect of any present or future default of the Buyer in performance or compliance with any of these conditions.

27. LIABILITY - Except as may be implied by law where the Buyer is dealing as a consumer, in the event of any breach of these Conditions by the Seller the remedies of the Buyer shall be limited to damages which shall in no circumstances exceed the price of the Goods and the Seller shall under no circumstances be liable for any indirect, incidental or consequential damage.

28. COMPLAINTS - If you have a complaint about our service or any goods or services you purchase from Eddystone Broadcast Ltd then please contact us immediately. You will be contacted as soon as possible and definitely within 48 hours of our hearing from you and aim to provide a resolution within 5 working days. All complaints will be dealt with in a fair and confidential manner.

29. MICS - Any contracts shall in all respects be construed and operate as an English contract and in conformity with English law. If any part of these terms and conditions that is not fundamental is found to be illegal or unenforceable, such finding will not affect the validity or enforceability of the remainder of these terms and conditions.

THE FOLLOWING PROVISIONS APPLY IN ADDITION TO THE ABOVE CONDITIONS,
WHERE THE CONTRACT INCLUDES WORK ON SITE.

30. SITE FACILITIES AND WORKING CONDITIONS - Our quotation or tender is based on our estimate of the extent of the Work in the light of information produced to us and unless otherwise specified assumes the following Conditions:- (a) You will provide suitable access to and possession of the Site in reasonable time. (b) The work will not be carried out in unhealthy or unsafe Conditions. (c) Our employees will be able to obtain suitable and convenient board and lodging in the neighbourhood of the Site and have access to adequate medical services. (d) Equipment has been properly situated with correct connections presented (but not attached) to the equipment for commissioning and will be available to us on Site and in reasonable time, and except as otherwise agreed, free of charge to us (e) You will provide us, free of charge, with closed or guarded premises on or near the Site as a protection against the theft and deterioration of our tools and equipment if needed. (f) We shall not be required to undertake any construction or demolition work or any work at height. If these conditions are not satisfied we shall be entitled to charge extra.

31. HOURS OF WORK - Our employees will work normal hours applicable to the engineering industry. Monday to Friday inclusive, local public holidays excepted. Unless stated to the contrary in our quotation or otherwise agreed, night work, overtime and holiday working are specifically excluded.

32. EXTRA COST - Should we incur extra cost owing to variation or suspension of the Work by your instructions, or your lack of instructions, or unsuitable/unfinished sites, or to interruptions, delays, overtime, unusual hours, mistakes or work for which we are not responsible or to any specified Site conditions not being maintained by you, the Contract Price will be adjusted in accordance, with our rates ruling at the time such extra costs are incurred.

33. PREPARATORY WORK - If you are responsible for preparatory work such as foundation, building, construction or other work as a pre-requisite to commencement of the Work, it must be completed in reasonable time, and prior to our engineers' visit. Any extra cost incurred by us which results from an error or omission in the information furnished by you shall be added to the Contract Price and paid for accordingly.

34 TAKING OVER AND ACCEPTANCE - We shall give you notice in writing of the date when the Work is ready for acceptance in sufficient time to enable you to make any necessary arrangements for inspection. If the Contract provides for tests on acceptance these shall take place in the presence of both parties.

As soon as the Work has been completed in accordance with the Contract and has been accepted, you shall be deemed to have taken over the Work and will thereupon issue a certificate in which you will certify the date on which the Work was completed and passed the tests (if any). If you do not take the steps necessary for such acceptance or testing, the Work shall be deemed to have been taken over and accepted as satisfactory and complete.