

Artistic Licence (UK) Terms & Conditions of Sale

1. DEFINITIONS AND INTERPRETATION In these Conditions: a) "the Seller" means Artistic Licence (UK) Ltd.; b) "Order Acknowledgement" means the Seller's Order Acknowledgement; c) "the Buyer" means the person firm or company named as the Buyer in the Order Acknowledgement; d) "the Goods" means the Goods which are the subject of the Order Acknowledgement including, where the order so admits, a part of those Goods; e) the terms set out in the Order Acknowledgement and in these Conditions are together referred to in these Conditions as "the Contract".

2. Contract Terms a) These Conditions shall be deemed to be incorporated in all agreements from time to time entered into between the Seller and the Buyer which provide for the sale of any Goods by the Seller to the Buyer. b) These Conditions shall apply in place of and prevail over any terms or Conditions contained in or referred to in the Buyer's order or in correspondence or elsewhere or implied by trade custom, practice or course of dealing unless specifically agreed to in writing by the Seller and any purported provisions to the contrary are hereby excluded or extinguished. c) The Seller has drawn up the Seller's Conditions of Sale in the light of Unfair Contract Terms Act 1977 as amended and considers them to be fair and reasonable and its prices and insurance arrangements are based upon Contracts made on these Conditions. If the Buyer considers these terms unreasonable, it must inform the Seller in writing before any Contract is made - otherwise it will be deemed to have accepted that the Seller's Conditions are fair and reasonable. d) All orders placed by the Buyer by telephone shall be deemed to incorporate these Terms and Conditions. f) No alteration to the Contract or any of these Conditions shall be binding on the Seller unless agreed in writing.

3. SPECIFICATIONS AND INFORMATION Where the Seller is not the manufacturer the Seller relies on the specifications supplied by the manufacturer.

4. PRICES a) The Seller's catalogues, price lists and quotations do not constitute offers made by the Seller unless they are expressed to be fixed quotations remaining open for a specific period and the Seller reserves the right to withdraw or revise the same at any time prior to the Order Acknowledgement. b) Unless otherwise specified all prices are exclusive of: i) Value added Tax and any other United Kingdom tax or duty payable; ii) Custom and Excise duties, import or export duties and all other taxes, tariffs and surcharges of any nature at an time levied or imposed in any country or territory; iii) carriage, packing and insurance; and iv) any release certificates or certificates of conformity; c) The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increases in the cost to the Seller which is due to any factor beyond the control of the Seller, any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.

5. PAYMENT TERMS a) Except as otherwise specified in writing payment for the Goods shall be due in full, without deduction or set-off, on presentation of the Seller's invoice. b) In the event of any payment becoming overdue (and without prejudice to any other right the Seller may have) the Seller shall be entitled to charge interest at the rate of 5% per month over the base rate of the National Westminster Bank Plc on a daily basis to run from the due date for payment thereof until receipt by the Seller of the full amount, whether before or after judgement. c) If any matter referred to in Condition 12a has occurred, all monies unpaid by the Buyer to the Seller shall become immediately due and payable. d) The Seller reserves the right to suspend deliveries, to cancel any allowance of further credit or to require full or partial payment of the price of the Goods prior to delivery in the event of any payment not being made when due or if the Seller at its sole discretion at any time considers that the financial circumstances of the Buyer have ceased to justify the terms allowed. e) The Buyer shall not be entitled to any

cash or other discount unless expressly agreed in writing. f) If the Seller is unable to deliver all the Goods ordered by the Buyer for reasons beyond the Seller's control (including, but not limited to those specified in Condition 15), the Buyer shall pay for such of the Goods as are delivered.

6. DELIVERY a) Any period or date for delivery stated in the Contract is intended as an estimate only and is not a contractual commitment and the Seller shall not be liable for any damage or losses arising out of the delay. b) Delivery of the Goods to the Buyer's address or any other place stipulated by the Buyer in writing shall constitute delivery. c) Where the Goods are to be delivered in instalments, each delivery shall constitute a separate Contract and failure by the Seller to deliver any one or more of the instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated. d) Where orders are accepted by the Seller with delivery date(s) to be advised by the Buyer and the Buyer fails to confirm delivery requirements within 3 months or defers delivery the Seller reserves the right to treat the order as cancelled and make a cancellation charge in accordance with 9b below. e) If the Goods are lost or damaged in transit and before delivery the Seller will, at its sole discretion, refund the cost of, or repair or replace free of charge, the lost or damaged Goods.

7. PASSING OF PROPERTY AND RISK a) Property of the Goods sold shall remain in the Company until such time as ALL monies due from the Buyer to the Seller (upon whatever grounds and howsoever such liability shall have been incurred) have been paid in full. b) Notwithstanding the provisions in this of this Condition, the Seller shall be entitled to bring an action against the Buyer for the price of the Goods in the event of non-payment by the Buyer by the due date as if the property in the Goods had already passed to the Buyer. c) Until such time as the Property of the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold) the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer where the Goods are stored with vehicles if necessary and repossess the Goods. e) The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller, but if the Buyer does so all monies owing by the Buyer to the Seller shall (without prejudice to any of the right or remedy of the Seller) become immediately due and payable. f) The Seller shall at its own risk take all necessary steps to protect the Seller's title to the Goods against claims by third parties. g) The risk in the Goods shall pass to the Buyer on delivery notwithstanding that the property may not have passed to it and the Buyer shall be responsible for insuring and seeing that the Goods are adequately packaged if returning them to the Seller for any reason.

8. Warranty And Acknowledgement a) A good title is warranted to the Goods sold by the Seller. b) i) the Seller guarantees at its' discretion either to refund the cost of, or replace free of charge any of the Goods found to its satisfaction to be defective owing to faulty design, materials or workmanship within two years of the date of delivery, provided that in the case of Goods or components not of the Seller's manufacture, its liability under this clause shall in no circumstances extend beyond any corresponding liability of the manufacture to the Seller of such Goods and components. ii) the Seller shall be under no liability under the above warranty (or any other warranty, Condition or guarantee) if the total price for the Goods has not been paid by the due date for payment. c) the Buyer relies on its own skill and judgement as to the sufficiency, capacity and performance of the Goods and as to their suitability for any purposes for which the Buyer may require them. d) The warranty in these Conditions are given in lieu of and replaces, exclude and extinguish all and every Condition, warranty, innominate term or representation whatsoever whether express or implied by statute, common law, trade usage, custom or otherwise in respect of the quality, fitness for purpose, merchantability, description of the Goods or otherwise.

9. Return Of Goods. a) The Buyer shall not return any of the Goods to the Seller or cancel any order without the Seller's written consent and the Seller shall be under no liability whatsoever for any Goods returned by the Buyer without such consent. b) The Seller reserves the right to make a cancellation charge for the cancellation of any order and/or the return of any Goods, which may include the cost of all loss (including loss of profit and losses incurred as the result of placing orders with third parties for supply of all or part of the Goods), costs (including the cost of all labour and materials used whether by the Seller or by a third party), damages, charges and expenses incurred by the Seller as a result of cancellation.

10. Limitation Of Damages a) Except as provided in these Conditions, the Seller shall be under no liability to the Buyer for any damages or losses, direct or indirect, resulting from defects in design, materials or workmanship or from any act or default of the Seller, whether negligent or otherwise. b) The Seller shall have no liability for any indirect or consequential losses or expenses suffered by the Buyer, however caused, including but not limited to loss of anticipated profits, goodwill, reputation, business receipts or Contracts, or losses or expenses resulting from third party claims. c) The Seller shall not be liable for the loss of, or damage to, any software programs occurring during or as the consequence of, the repair or upgrade of any of the Goods, whether under warranty or not. d) Subject to Condition 10e the Seller's aggregate liability to the Buyer whether for negligence, breach of Contract, misrepresentation or otherwise shall in no circumstances exceed the cost of the Goods which give rise to such liability in respect of any occurrence or series of occurrences. e) Nothing in these Conditions shall be interpreted as excluding or restricting any legal liability of the Seller for death or personal injury resulting from the negligence of the Seller, its employee, agents or sub-Contractors or restricting any other Seller's legal obligations arising under section 12 of the Supply of Goods and Services Act 1982 or the Consumer Protection Act 1987.

11. Termination a) This term applies if: i) The Buyer makes any voluntary arrangement with its creditors or becomes a subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or ii) an encumbrancer takes possession, or a receiver or an administrative receiver is appointed, of any of the property or assets of the Buyer; or iii) the Buyer ceases, or threatens to cease, to carry on business; or iv) the Buyer in breach of any term, Condition or provision of the Contract as required by law; or v) the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly. b) If this Condition applies then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, and if the Goods have been delivered but not paid for price shall become immediately due and payable notwithstanding any previous agreement or agreement to the contrary.

12. Intellectual Property a) the Buyer acknowledges that all rights in respect of patents, copyrights, design rights, trade marks or other industrial or intellectual property rights connected with the Goods shall not pass to the Buyer. b) The Buyer shall indemnify the Seller against any and all liabilities, claims and costs incurred by or made against the Seller as a direct or indirect result of carrying out of any of the work required to be done or to the Goods in accordance with the requirements or specifications of the Buyer involving any infringement of any rights of any third party.

13. Software a) Where the Goods include software and the Buyer has been furnished with the developers licence, the Buyer shall sign and return it to the Seller within 7 days or as otherwise specified in the licence, and if the Buyer fails to sign and return the licence: i) the Seller reserves the right to withhold release of the software; and ii) the Seller shall nevertheless be entitled to payment in full for the software. b) In the absence of the developer's software licence being furnished, the Buyer shall accept a

non-exclusive, non-transferable licence to use the software as provided in these Conditions and subject to the further provisions of Condition 13c and 13d. c) The Buyer shall not copy (other than for normal equipment operation), reproduce, translate, adapt, vary or modify the software or communicate any part of it to a third party without the prior written consent of the Seller. d) The licence granted by Condition 13b shall continue until or unless: i) either party gives to the other one month's prior written notice of termination, on or before the expiry of which the Buyer shall return or destroy the software as the Seller shall direct, which notice may only be given to the Seller if the continued use of or possession of the Software by the Buyer infringes the developer's third party rights or if the Seller is required to give notice by law; or ii) the Seller terminates the licence immediately if the Buyer fails, or has failed, to comply with any term or Condition of the Contract including (without limitation) breach of copyright, patent or confidentiality.

14. Force Majeure The Seller shall have no liability on respect of any failure or delay in fulfilling any of the Seller's obligations to the extent that fulfilment thereof if prevented, frustrated, impeded and/or delayed or rendered uneconomic as a consequence of any circumstance or event beyond the Seller's reasonable control.

15. Notices Any notice hereunder shall be deemed to have been given if delivered by hand or sent by prepaid first class post, telex or facsimile (confirmed by telephone and followed by notice by post) to the party concerned at its last known address, and deemed to have been received on the date of dispatch, if delivered by hand or sent by telex or facsimile, and on the third day after posting, if sent by post.

16. General a) The rights of the Seller shall not be prejudiced restricted by any indulgence or forbearance extended to the Buyer and no waiver of any breach shall operate as a waiver of any subsequent breach. b) If any of these Conditions or any part is held to be invalid for any purpose it shall for that purpose be deemed to have been omitted but shall not prejudice the effectiveness of the rest of these Conditions.

17. Proper Law The formation, construction and performance of the Contract shall be governed in all aspects by the Law of England and Wales and the parties hereto submit to the exclusive jurisdiction of the English courts.

17. RoHS / WEEE The Buyer, if an EU business, agrees to pay the cost of returning the goods to the Seller in the event that the goods are deemed to be as the end of their useful life as defined in the RoHS / WEEE directive.