

DISPLAY DEVELOPMENTS LIMITED ("the Company")

Conditions of Sale

1. GENERAL

- (a) All quotations are made and orders accepted by the Company subject to these Conditions of Sale (these "Conditions"), which supersede any previous terms and conditions of the Company. Any provisions, stipulations or conditions made by or contained in any document issued by a customer of the Company ("the Customer") are hereby excluded.
- (b) In the event that the Company and the Customer enter into a separate written agreement, these Conditions shall apply to the extent that they do not conflict with the terms of such agreement.

2. QUOTATIONS

- (a) All quotations shall be given by the Company without obligation. The Company reserves the right to alter or withdraw a quotation at any time prior to acceptance of an order.
- (b) Unless previously withdrawn, every quotation is open for acceptance within 30 days only from its date, subject to Condition 3 and any revision in price referred to in Condition 4 and, if required by the Company, is subject to approval of the Customer's credit.

3. ORDERS

- (a) No contract shall arise between the Company and the Customer until an order by the Customer (an "Order") has been accepted by the Company. The Company reserves the right to refuse acceptance of any Order without giving any reason.
- (b) Orders may be placed in writing or by telephone and/or facsimile, subject to any facsimile Order being in a legible form. These Conditions shall apply to all Orders so placed and copies of these Conditions are available on request.
- (c) The Company reserves the right to require that Orders be signed or (if made by telephone) confirmed in writing by an authorised signatory of the Customer, giving his name, position and evidence of such authority.

4. VARIATIONS

- (a) Any variation requested by the Customer of all or part of an Order (including, without limitation, any alteration, addition, amendment or other variation of the specification, any increase or decrease in the quantity of the goods, any alteration to any drawings or to the performance or measurements of any goods or any change in advised delivery schedules) shall be subject to the prior consent of the Company.
- (b) Any extra costs or expenses incurred by the Customer as a result of any such variation shall be paid by the Customer and shall be added to the invoice relating to the relevant Order.
- (c) Should the Company incur any additional costs and expenses as a result of the suspension of the work relating to any Order by the Customer's instructions or lack of instructions or interruptions, delays, overtime, unusual hours, mistakes or work for which the Company is not responsible, the Company shall be entitled to adjust the Price to reflect costs involved (including storage charges), and to adjust delivery dates and/or schedules.

5. PRICE

- (a) Unless otherwise agreed in writing, all Orders are accepted and quotations given at the Company's prices ruling at the date of order or quotation as the case may be ("the Price"). The Company reserves the right to amend Prices at any time before an Order is placed and for clerical errors or omissions. After acceptance of an Order Prices may be amended to reflect inter alia increased costs to the Company including (without limitation) VAT (or any other applicable sales tax), freight charges, insurance, import duty, exchange rates, goods, labour or manufacturers' prices.
- (b) Unless otherwise stated, all Prices are exclusive of VAT or, if any supplies are to be made outside the United Kingdom, any equivalent tax or applicable sales or purchase tax.
- (c) The Company reserves the right to charge for deliveries (including, without limitation, insurance costs) to the Customer.
- (d) Prices or other terms applying in respect of any Order are not applicable to any subsequent Order except with the express written agreement of the Company.

6. PAYMENT

- (a) Unless otherwise agreed Orders can only be accepted on a cash with Order basis unless the Customer has an approved credit account. All approved accounts are strictly net and payable no later than the end of the month following the month in which the Order is despatched and an invoice issued by the Company and time shall be of the essence.
- (b) All such payments shall be made in cleared funds in Sterling free of any set-off or counter-claim of any kind.
- (c) The Company reserves the right to charge interest (after as well as before any judgement) on all overdue accounts at 3% over its bankers' base lending rate from time to time.
- (d) The Company reserves the right at its option, and without prejudice to its right to recover damages for any loss sustained by it, to cancel any contract made with the Customer and/or suspend delivery of any Orders until payment of any overdue accounts and interest on the same (together with legal expenses and reasonable costs relating to recovery of such sums) have been received in full by the Company in cleared funds in respect of that or any previous Order and to withdraw credit account facilities.
- (e) The Company reserves the right, at its option, to apply any sums received towards satisfaction of the oldest debt from the Customer to the Company outstanding at the date of receipt.
- (f) The Company reserves the right, at its option, to set off any monies due from the Customer against any sums payable by the Customer to the Company at any account.
- (g) Notwithstanding any other provision in these Conditions the Directors of the Customer shall be personally liable to the Company for any breach by the Customer of this Condition 6 and the Company shall, at its option, be entitled to recover any monies to which it may be entitled as a result of any such breach from the directors prior to seeking recovery from the Customer.

7. DELIVERY

- (a) All delivery dates quoted by the Company are estimated only and do not form a term of the contract with the Customer. Whilst the Company will endeavour to comply with these dates, it shall have no liability whatsoever for any delay in completion or for any loss (including any consequential loss) occasioned by any delay.
- (b) The Company shall endeavour to deliver the goods ordered but reserves the right, without prior notice, to supply alternative goods to the same standard and quality as the goods ordered.
- (c) Where goods contracted for are deliverable by instalments, each delivery shall be deemed to be the subject of a separate and enforceable contract.
- (d) Delivery of the goods shall, unless otherwise agreed in writing by the Company, be Ex-Works (as defined in Incoterms 1990). The Company shall not be required to give the Customer any notice described in Section 32(3) of the Sale of Goods Act 1979.
- (e) Each time that delivery is to be made Ex-Works, the Customer shall, upon being notified by the Company that the goods are available either collect such goods or designate a reasonable time for delivery of such goods at its place of business. In either case the Company shall not (unless otherwise agreed in writing) be responsible for loading the goods on any vehicle provided by the Customer.
- (f) If the Customer does not give the Company any or adequate instructions for delivery within 72 hours of such notification by the Company under Condition 7(e) or does not collect such goods the goods shall be deemed to have been delivered in accordance with these Conditions. The Company may then (without prejudice to any other rights or remedy it may have) arrange for such goods to be stored at the Customer's risk and expense and if the Customer shall fail to arrange for collection of such goods within 14 days of delivery the total Price payable in respect of such Order shall immediately become due and payable to the Company.
- (g) Goods that are to be transported to the Customer shall be sent by such method as the Company shall select and, provided delivery has not already taken place or deemed to have taken place under these Conditions, delivery to a carrier shall constitute delivery to the Customer. In any event the Company shall not be liable for any damage, shortage or loss in transit of goods transported by an independent carrier.
- (h) The Customer agrees to provide reasonable access for the employees and vehicles of the Company, its sub-contractors and carriers on or into the Customer's property for the purpose of delivering goods and neither the Company, its sub-contractors or carriers nor any of their respective employees shall be liable for any loss, injury or damage caused to any property, whether negligently or otherwise, by or arising out of the entry of such employees or vehicles on or into the Customer's property and/or the loading or unloading of the goods or any consequential loss or damage arising from the same.

8. RISK

- Any documents, plans, specifications, designs, photographs, samples, drawings, free-issue goods or other property (including, without limitation, any part-moulded sheet or other goods) made available to the Company by the Customer for the purposes of a quotation and/or an Order shall be held by the Company at the Customer's risk and the Company shall not be liable for any loss or damage to such materials or property whether due to the negligence of the Company or otherwise howsoever caused.

9. TRANSFER OF PROPERTY

- (a) Risk in the goods shall pass to the Customer at the point when such goods leave the Company's premises for delivery to the Customer or in respect of goods to be collected, when the Customer collects such goods or, if the Customer fails to collect such goods, at the time when such goods are deemed to be delivered under Condition 7(f).
- (b) The property in any goods shall, notwithstanding delivery and/or collection and the passing of risk in the goods, or any other provisions of these Conditions, not pass to the Customer until the Company has received in cleared funds payment in full of the price of all goods then agreed to be sold and/or work carried out by the Company to or for the Customer for which payment is then due.
- (c) Until such time as the property in the goods passes to the Customer in accordance with these Conditions, the Customer shall hold the goods as bailee in a fiduciary capacity for the Company, and shall keep the goods separate from those of the Customer and third parties and properly stored at the Customer's premises, protected and insured and clearly identified as the Company's property. Until that time the Customer shall be entitled to use and/or dispose of the goods in the ordinary course of its business.
- (d) Until such time as the property in the goods passes to the Customer (and provided that the goods are still in existence and have not been resold), the Company shall be entitled, without prejudice to any other rights or remedies, by written notice to require the Customer to deliver up the goods to the Company and, if the Customer fails to do so forthwith, to enter upon any premises of the Customer where the goods are stored and to repossess the same. For this purpose the Customer hereby grants an irrevocable right and licence to the Company for its representatives to enter upon all or any of its premises with or without vehicles during normal business hours; this right shall continue to subsist notwithstanding the termination of the contract for any reason and in respect of any property, whether negligently or otherwise, of the Company. The Company reserves the right to charge the Customer for any reasonable costs incurred in such repossession.
- (e) The Customer 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 Company, but if the Customer does so, all monies owing by the Customer to the Company shall (without prejudice to any other right or remedy of the Company) forthwith become due and payable.
- (f) The Company shall have a general lien over any goods or chattels of the Customer in the Company's possession in respect of any monies whatsoever due from the Customer to the Company.

10. INTELLECTUAL PROPERTY RIGHTS

- (a) Save as otherwise expressly agreed in writing by the Company copyright, design rights and any other intellectual property rights whatsoever (whether registered or unregistered) in all photographs, drawings, designs, specifications, plans and works of artistic craftsmanship and any other materials in which any intellectual property shall subsist ("Copyright Material") which shall at any time be produced by the Company in the provision of goods and/or services to the Customer shall vest in and remain the property of the Company.
- (b) Notwithstanding the provisions of Condition 10(a) above, if for any reason, whether by operation of law or otherwise, any Copyright Material for the purposes of this Order and the Customer shall fully indemnify the Company and keep it fully indemnified against any losses, demands, actions, damages, costs, liabilities and expenses it may suffer or incur as a result of any action brought by a third party in respect of the infringement

of any such rights or licence.

- (e) The Company gives no warranty that the goods provided by it or documentation or processes used by it in connection with any Order do not infringe the Copyright Material or know how of any other person in any jurisdiction.

11. CUSTOMER'S DUTIES

- (a) The Customer undertakes to promptly provide to the Company all materials, data, specifications, drawings, performance, information and/or consultation it may require in order to properly carry out its obligations under any Order.
- (b) The Customer shall ensure that all goods provided by the Company under any Order comply with all local by-laws, regulations, and laws of any country in which they are to be delivered and/or used and shall indemnify and keep indemnified the Company against any losses, demands, actions, damages, costs, liabilities and expenses suffered or incurred by it as a result of the breach of any such by-laws, regulations or laws.

12. INSURANCE

- Irrespective of any insurance taken out by the Company, the Customer shall advise its insurers that goods are to be delivered by the Company at the Customer's premises and shall satisfy itself that there is adequate cover against loss or damage (by breakage or otherwise) and other risks arising out of or during the delivery of any goods (including the unloading of such goods) or the progress of work undertaken by the Company and/or any sub-contractor.

13. WARRANTIES AND LIMITATION OF LIABILITY

- (a) Subject as expressly provided in these Conditions, and except where the goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or by common law are excluded to the fullest extent permitted by law.
- (b) Where the goods are sold under a consumer transaction the statutory rights of the Customer are not affected by these Conditions.
- (c) Any claim by the Customer which is based on any defect in the quality or condition of the goods or their failure to correspond with description or specification shall (whether or not delivery is refused by the Customer) be notified to the Customer to both the Company and the relevant carrier within 7 days from the date of delivery or, where the defect or failure was not apparent on reasonable inspection, within a reasonable time after discovery of the defect or failure and the goods and packing materials must be retained for examination. If delivery is not refused, and the Customer does not notify the Company and the relevant carrier accordingly, the Customer shall not be entitled to reject the goods and the Company shall have no liability for such defect or failure, and the Customer shall be bound to pay the Price as if the goods had been delivered in accordance with the Order.
- (d) Where any valid claim in respect of any of the goods, which is based on any defect in the quality or condition of the goods or the failure of the goods to attain quoted performance levels or to meet the required Customer specification, is notified to the Company in accordance with these Conditions, the Company shall be given a reasonable opportunity to rectify such defect or failure. Alternatively the Company may, at its sole option either repair or replace any part of the goods free of charge or refund to the Customer the price of the goods (or an appropriate part of that price), and the Company shall have no further liability to the Customer. PROVIDED ALWAYS where such goods are not manufactured by the Company or the defect or failure in performance is the fault of the manufacturer of the product used by the Company for any Order the Company shall for a period of twelve (12) months from the date of delivery or deemed delivery (whichever is the earlier) use its reasonable endeavours to obtain for the Customer the benefit of any warranty given in respect of the goods by the relevant manufacturer subject always to the Customer having paid the Price for such goods in full and indemnifying the Company against its reasonable costs and expenses in this regard.
- (e) Notwithstanding any other provision of the Conditions the Company shall have no liability for failure of the goods to attain any performance levels quoted by the Company unless it has specifically guaranteed them in writing in the relevant Order, subject to any tolerance specified or agreed to by the Company.
- (f) Except in respect of death or personal injury caused by the Company's negligence, the Company shall not be liable to the Customer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law or under the express terms of the contract, for any consequential loss or damage (where there is a loss of profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by negligence of the Company, its employees or agents or otherwise) which arise out of or in connection with the supply of services and/or goods to or their use or resale by the Customer, except as expressly provided in these Conditions.
- (g) The Company shall not be liable to the Customer or be deemed to be in breach of contract by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to the goods if the delay or failure was due to any cause beyond the Company's reasonable control including, but not limited to, acts of God, strikes, lockouts, fire, flood, delay of supplier or carrier, or Governmental Act or Regulation.

14. INSPECTION OF GOODS AND REPRESENTATIONS

- (a) Inspection of goods, if required, shall be at the Company's premises and shall not create a sale by sample.
- (b) Illustrations descriptions and specifications particulars of dimensions set out in catalogues price lists and other sales literature of the Company are statements of opinion and are provided for information only and form no part of the contract.

15. SAMPLES

- (a) Any samples (including without limitation any free-issue prototypes) ("the Samples") submitted to the Customer with any quotation or at its request shall be returned to the Company in good condition within 30 days of receipt and the Customer shall be responsible for them if they are not so returned.
- (b) The Company shall use all reasonable endeavours to produce goods ordered in accordance with the relevant Samples submitted to the Customer but due to the nature of the manufacturing processes used and inherent variations in the product itself, the finished goods may vary from such Samples within a reasonable margin.

16. INSPECTION AND TESTS

- (a) The goods, where practicable, are submitted to the Company's standard tests (if any) before despatch. If tests other than such standard tests, or tests in the presence of the Customer or its representatives are required, these will be charged for by the Company.
- (b) In the event of any delay on the Customer's part in attending such tests or in carrying out any inspection or in providing the Company with any necessary information for them if they are not so returned, the Customer's absence and shall be deemed to have been made in the Customer's presence, and the inspection shall be deemed to have been made by the Customer.

17. RETURN OF GOODS

- (a) Returns for credit will not be accepted without the prior consent in writing of the Company.
- (b) It shall be a condition of any such return that the goods shall be returned to the Company's premises at the Customer's cost with the supplying invoice, for credit and in unused condition, and that the same shall be subject to a restocking and administration charge of 15% of the price of the Order.

18. CANCELLATIONS

- (a) Cancellation of Orders shall only be accepted by the Company if made in writing by the Customer and received by the Company prior to it having placed an order with or incurred any obligation to any of its suppliers.
- (b) Without prejudice to any other remedies it may have, the Company shall be entitled to claim for all reasonable administrative and other costs incurred by the Company on the Customer's behalf in connection with such cancelled Order or any other loss (whether direct or indirect) caused by reason of cancellation and reserves the right to retain the whole or part of any deposit paid by the Customer towards satisfaction of such costs or loss.
- (c) In the event of cancellation of the uncompleted balance of an Order by the Customer, the Company reserves the right to charge for those goods already supplied on the Order at the Price applicable to the quantities supplied.

19. TERMINATION

- (a) If the Customer:—
- (i) commits any material or persistent breach of any term or condition of these conditions, or
 - (ii) being a company calls a meeting of creditors, has a Receiver, Administrative Receiver or Administrator (or the like under the laws of any jurisdiction) appointed over all or any of its assets or enters into liquidation or is insolvent within the meaning of the Insolvency Act 1986 (or any analogous legislation in any jurisdiction), or
 - (iii) not being a limited company has a Bankruptcy petition (or the like under the laws of any jurisdiction) served upon him or enters into or arranges a composition with his creditors (or the like under the laws of any jurisdiction) or
- (b) suffers any change of control or material change of ownership then and in any such event the Company shall be entitled to terminate any Order without notice and with immediate effect but without discharging any pre-existing liability of the Customer to the Company and without prejudice to any other right or remedy of the Company in respect of the breach concerned or any other matter arising under these Conditions.
- (c) Notwithstanding the provisions of Condition 19(a) above, upon termination of any Order at any time (and without prejudice to any other rights arising) any sums payable by the Customer to the Company shall become immediately due and payable.

20. WAIVER

- The waiver or non-enforcement by the Company of any breach or non-observance of any of these Conditions shall not prevent the subsequent enforcement of these Conditions in full and shall not be deemed a waiver of any subsequent breach.

21. ASSIGNMENT

- (a) The Customer shall not be entitled to assign, transfer or sub-licence the benefit of or any obligations under these Conditions and any attempt by the Customer to do so shall be void and ineffective.
- (b) The Company shall be entitled to sub-contract the performance of the whole or part of the contract with the Customer without prior notice to the Customer.

22. MISCELLANEOUS

- (a) These Conditions shall not be varied, waived or modified except in writing and signed by a director of the Company and no agent employee or representative of the Company has any authority to bind the Company to any affirmation, representation or warranty concerning the goods unless the same shall have been given in writing and signed by a director of the Company.
- (b) The headings used in these Conditions are for convenience only and shall not affect their meaning or construction.
- (c) In these Conditions references to any gender shall include all other genders and references to the singular number shall include the plural and vice versa.
- (d) References in these Conditions to any Condition number shall mean such number in these Conditions.
- (e) The invalidity of any individual provisions of these Conditions shall not affect the validity of the remaining provisions.
- (f) All obligations contained in these Conditions which are expressed or may be implied to continue beyond the term of any Order shall, notwithstanding termination or expiry of such Order, continue to bind the parties to the same.

23. NOTICES

- Any notice which is required to be given under these Conditions shall be duly served if sent by pre-paid first class letter addressed to the party to which it shall be sent at its last known address and shall be deemed to be delivered in the case of United Kingdom mail, 2 days after posting and, in the case of overseas mail, 5 days after posting to Europe and 7 days elsewhere.

24. PROPER LAW AND JURISDICTION

- These Conditions shall be governed by and construed in accordance with the provisions of English law and the parties irrevocably submit to the non-exclusive jurisdiction of the English Courts in relation to these Conditions and their subject matter.