

Camera Corps Ltd

TERMS AND CONDITIONS - SALE OF GOODS

1. Definitions

In these terms:

- "Assistance"** means any installation, support or other ancillary work or services which the Company has agreed to supply to you in connection with the Goods.
- "Company"** means Camera Corps Ltd
- "Contract"** means this agreement between you and the Company to supply the Goods subject to the terms and conditions set out in this agreement.
- "Goods"** means all products and equipment to be supplied under the Contract.
- "Group Company"** means any company which is a 51% subsidiary of The Vitec Group plc as defined by s1154 Corporation Tax Act 2010.
- "You/Your"** means you, the purchaser of the Goods under the Contract.

2. Basis of Supply

- 2.1 The Company shall supply and you shall purchase the Goods in accordance with an order which is accepted by the Company. By placing an order for the Goods you shall be deemed to have accepted these conditions to the exclusion of any other terms and conditions set out or referred to in any other document or other communication used by either party in concluding the Contract.
- 2.2 By placing your order you acknowledge that you place no reliance on any statement which has been made or may be made concerning the order other than one made by the Company in writing.

3. Price and Payment

- 3.1 All prices are stated exclusive of any VAT, delivery costs, and other taxes or duties which may apply.
- 3.2 Where payment has not been made at the point of order, payment is due 30 calendar days from the date of invoice. If payment is not made on the due date, the Company may in addition to all other remedies it has, suspend performance of the Contract and any other agreement with you and/or charge you interest (both before and after judgment) calculated at a daily rate equivalent to 8% per annum over the Bank of England base rate applying from time to time.

4. Quotations

Any quotation remains valid for a period of 30 calendar days only unless otherwise stated, and may be withdrawn at any time prior to the expiration of 30 calendar days.

5. Specifications

The Company reserves the right to alter the specifications of the Goods, where necessary, to comply with regulations or legal requirements or where such alterations do not in the Company's reasonable opinion materially affect your expressed requirements.

6. Compliance

You are responsible for obtaining all consents, and for complying with all legal requirements necessary, to import into and operate goods within any country other than the United Kingdom.

7. Despatch and Delivery

- 7.1 The Company will use reasonable endeavours to deliver on the dates or to any programme of dates agreed, but delivery dates cannot be guaranteed and time of delivery is not of the essence of the Contract.
- 7.2 The Company will deliver by the method of its choice unless otherwise agreed to the address specified by you. You will be responsible for the costs of delivery.
- 7.3 Any failure by the Company to make any one delivery shall not entitle you to terminate the Contract as to any remaining deliveries.

8. Title and Risk

- 8.1 The risk in the Goods shall pass to you on despatch from the premises of the Company or, where the Goods are to be collected by you, on you collecting the Goods from the Company.
- 8.2 Title to the Goods shall not pass to you until the Company or Group Company (as the case may be) has received (in cash or cleared funds) payment in full of the sums due from you:
- under the Contract; and
 - under any other contract the Company has with you; and
 - under any other contract you have with a Group Company.
- 8.3 Until title to the Goods has passed to you, you shall:
- hold the Goods on a fiduciary basis as the Company's bailee;
 - store the Goods separately from all other goods held by you so that they remain readily identifiable as the Company's property;
 - not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
 - notify the Company immediately if you become subject to any of the events listed in clause 13; and
 - give the Company such information relating to the Goods as the Company may require from time to time, but you may resell or use the Goods in the ordinary course of business.
- 8.4 If before title to the Goods passes to you, you become subject to any of the events listed in clause 13, or the Company reasonably believes that any such event is about to happen and notifies you accordingly, then, provided that the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy the Company may have, the Company may at any time require you to deliver up the Goods and, if you fail to do so promptly, enter any premises of you or of any third party where the Goods are stored in order to recover them, and you hereby give the Company permission to detach them from any other item(s) they are attached to.
- 8.5 In cases where the Company is entitled under clause 8.4 to require you to deliver up the Goods, the Company may also at any time, acting as agent for a Group Company, require you to deliver up goods in respect of which title is held by that Group Company ("GC Goods"), and, if you fail to do so promptly, enter any premises of you or of any third party where the GC Goods are stored in order to recover them, and you hereby give the Company permission to detach them from any other item(s) they are attached to.
- 8.6 The Company may assign the benefit of clauses 8.4 and or 8.5 to any Group Company upon giving written notice to you.

9 Returns

- 9.1 You must carefully examine the Goods immediately upon receipt and notify the Company in writing of any defects within 7 calendar days of delivery, upon which the Company will advise you of what to do with the Goods.
- 9.2 If you do not notify the Company of any defects in accordance with clause 9.1 you will be deemed to have accepted the Goods. The Company will only accept returns of faulty Goods where the defect has been notified to the Company in accordance with clause 9.1.
- 9.3 The Company will only accept returns of non-faulty products if they are unopened in their original packaging. You must notify the Company within 7 calendar days of receipt of the Goods if you wish to return them, upon which the Company will notify you of what to do with the Goods. All returns of non-faulty products will incur an administration and handling charge of £100. You will be responsible for the cost of delivering the Goods to the Company and remain responsible for their insurance until returned to the Company.

10 Assistance

- 10.1 The Company may, at your request, provide Assistance to you in respect of the Contract. The cost of such Assistance shall be additional to the price due in respect of the Goods.
- 10.2 The Company may use persons other than its employees to provide the Assistance.
- 10.3 Where the Assistance involves the secondment of the Company's designated personnel to you, they shall be subject to your direction, management, and control. You shall be responsible for all tasks performed by such personnel and the Company shall not be liable to you for any work which is performed negligently or otherwise unsatisfactorily by them. Nonetheless, if at any time during the Contract the performance or conduct of such personnel proves unsatisfactory, the Company shall take all reasonable steps to provide replacement personnel acceptable to you as soon as is reasonably practicable.
- 10.4 You shall ensure compliance with all applicable laws, regulations and regulatory requirements as regards business permits, licences or consents that may be required in relation to the Assistance. You shall provide such assistance as the Company considers reasonable in obtaining work visas and permits for the Company's staff.
- 10.5 You shall take all precautions to safeguard the health and safety of the Company's designated personnel whilst working at your premises, and shall ensure that all of your equipment shall at all times comply with all applicable laws, regulations, regulatory requirements and codes of practice.
- 10.6 Any equipment which belongs to you and which is used by the Company's designated personnel, whether at your premises or elsewhere, shall remain at your risk and the Company shall not assume any responsibility or liability for the safety or security of such equipment.

11 Intellectual Property

- 11.1 All intellectual property rights associated with the Goods and in any illustrations, drawings and other documents supplied by the Company, remain vested in the Company.
- 11.2 All computer programs, software or firmware supplied by the Company are provided by means of a non-exclusive, revocable license to use on a specified machine, are to be kept confidential by you, and not to be further copied or divulged to any other party without the Company's prior written consent.
- 11.3 You shall not remove, obliterate, delete from, add to, or otherwise alter trademarks and/or trade names affixed to the Goods and the Company asserts its full rights to control the use of its trade marks.
- 11.4 You shall not contact directly or indirectly any of the Company's suppliers and/or manufacturers in order to seek a licence of any trade names or trademarks or patents if any, relating to Goods.
- 11.5 You will bring immediately to the Company's notice any third party infringement of the Company's intellectual property rights of which you become aware.

12 Limitation and Exclusion of Liability

- 12.1 The Company shall not be under any liability to you under the Contract or any collateral contract for any indirect loss and/or expenses, including loss of income, profits or contracts or for any incidental, indirect, special or consequential loss or damage of any kind whatsoever arising and whether caused by negligence, breach of contract or otherwise.
- 12.2 The Company's maximum aggregate liability to you or any third party, in respect of any contract, whether arising under any indemnity, for any breach of its obligations under this Contract, negligence or otherwise, shall be limited to the price payable by you pursuant to such contract.
- 12.3 Nothing in this agreement or in any contract shall exclude or in any way limit either party's liability for fraud or for death or personal injury caused by its negligence, or any other liability to the extent that such liability may not be excluded or limited as a matter of law.

13 Termination

- If you (i) fail to make any payment when due under this Contract or any contract with a Group Company; or (ii) become insolvent, have a receiver, administrative receiver, administrator or manager appointed over all or any part of your assets or business, make any composition or arrangement with your creditors, take or suffer any similar action in consequence of debt or an order for resolution is made for your dissolution or liquidation (other than for the purposes of solvent amalgamation or reconstruction); (iii) exceed the credit limit, if any, specified by the Company from time to time; the Company shall have the following rights at its option without incurring any liability, which rights shall be cumulative and shall not prevent the Company from also claiming damages and pursuing any other rights and remedies available to it:
- 13.1 to terminate this Contract;
 - 13.2 to cancel any undelivered or uncompleted portion of the contract and stop any products in transit;
 - 13.3 to cancel any other contract with you; and
 - 13.4 to demand immediate payment of any outstanding amounts which shall thereupon become due and payable.

14 Warranty

- 14.1 In some instances the Company provides a warranty in respect of the Goods. Details of any warranty that applies to your Goods, including the length of the warranty period and how to make a claim under the warranty, can be found at www.cameracorps.co.uk. Any warranty will be subject to the terms and conditions in this clause 14.
- 14.2 Where a warranty applies, the Company warrants all Goods to be free from defects in materials and workmanship under normal use for the warranty period, provided that the Goods have been operated in accordance with the operating manual. The Company makes no other express warranty whatsoever.
- 14.3 The warranty period will commence on the date of delivery to you.
- 14.4 The warranty does not apply to:
 - (a) Goods which have been tampered with or modified in any way;
 - (b) accidental damage to the Goods howsoever caused, including damage caused by mis-use or mis-application of the Goods; and
 - (c) faults in the Goods which are either apparent on delivery but not notified to the Company in accordance with the terms of clause 9.1, or which are not notified to the Company in accordance with clause 14.5.
- 14.5 You must notify the Company in writing promptly of any defect in the Goods, and in any event within 7 calendar days of any defect becoming apparent. You must also retain proof of purchase.
- 14.6 The Company shall, at its absolute discretion, only be required to repair or replace the defective Goods or components. Nothing in this clause 14 or any other document containing information about the warranty shall supersede the terms of clause 12. (Limitation and Exclusion of Liability).
- 14.7 You will be responsible for the delivery costs of returning the Goods to the Company.
- 14.8 The Company guarantees any repairs undertaken by the Company for a period of 3 months from the date you are notified that the repair has been completed. This guarantee covers only the specific repairs carried out by the Company.
- 14.9 If you are a consumer you have certain legal rights in relation to the Goods, and those rights are not affected by this warranty.

15 Force Majeure

The Company shall not be responsible or liable for its failure to perform its obligations, if such failure is beyond the control of the Company, or beyond the control of the suppliers of the Company, whether caused by acts of God, unavailability or shortages of materials or energy necessary to produce and/or deliver the Goods by usual modes of transportation, fire, flood, wars, embargo, strikes, labour disputes, explosions, riots, of laws, rules, regulations, restrictions or orders of any governmental authority, or any other cause, other than financial, beyond the control of the Company or its suppliers.

16 Governing Law

This contract shall be governed by the law of England and Wales. The Courts of England and Wales shall have exclusive jurisdiction to settle any dispute which may arise in connection with the Contract.

17 Waiver

The failure of either party to enforce any term of or right arising pursuant to this agreement does not constitute a waiver of such term or right and shall in no way affect that party's right later to enforce or exercise the term or right.

18. Severance

- 18.1 If any court or competent authority finds that any provision of this agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected.
- 18.2 If any invalid, unenforceable or illegal provision of this agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

I confirm I have read and understand these terms & conditions

Signed: _____

Position: _____

Company: _____

Date: _____