

## TERMS AND CONDITIONS

Any orders made must be in accordance with and shall be deemed to be acceptance of the Conditions of Sale and/or Conditions of Hire (as applicable). For the avoidance of doubt, these Conditions of Sale and/or Conditions of Hire shall apply to any order placed with the Company. Each order is considered a contract in its own right and in isolation from any subsequent orders.

### CONDITIONS OF SALE

#### 1. Interpretation

In these conditions: "Customer" means the person, firm or company so described in the order. "Conditions" means the conditions set out in these Conditions of Sale and (unless the context requires otherwise) includes any special terms and conditions as may be agreed in writing between the Customer and the Company from time to time. "Contract" means the contract for the sale and purchase of Goods or the supply of services which shall incorporate these Conditions. "Delivery Address" means the address stated on the order or as otherwise advised to the Company by the Customer in writing. "Goods" means the goods or services referred to in an order placed by the Customer and where the context requires means part only of such order.

#### 2. Basis of the contract

2.1 The Contract shall only become effective when any order placed by the Customer is expressly accepted by the Company. Every order placed must identify any applicable Customer purchase order number without which the order may not be accepted by the Company.

2.2 These Conditions shall apply to the Contract to the exclusion of any other terms and conditions on which the order is made or purported to be made. 2.3 Any order will lapse unconditionally unless expressly accepted by the Company within 14 days of its date.

2.4 No variation to the order or these conditions shall be binding unless agreed in writing.

#### 3. Specifications

3.1 The quantity, quality and description of the Goods shall be as specified in the order and/or in any applicable specification supplied by the Customer and in the absence of any particular specification, for example as to the finished size, the Company accepts no responsibility.

3.2 Where an order is placed by computer-readable file the Customer will supply with any order or upon request a visual layout of the desired end product. In the absence of a visual the Company accepts no responsibility for any incorrect interpretation of the Customer's requirements.

3.3 Any change in the specification shall require the agreement of both parties and may involve an adjustment in the price. For the avoidance of doubt, once an order has been accepted by the Company, the Company shall be under no obligation to agree to any change in the order and/or any applicable specification.

#### 4. Price

4.1 The price of the Goods shall be as stated in the order and, unless otherwise so stated, shall be exclusive of any applicable value added tax (or equivalent) which shall be payable by the Customer upon production by the Company of a proper VAT invoice.

#### 5. Terms of Payment

5.1 The Company shall invoice the Customer for the price of the Goods on or at any time before or after delivery of the Goods and each invoice shall state any applicable Customer order number as provided under condition 2.1.

5.2 Unless otherwise agreed, all existing customer shall pay for the Goods within thirty (30) days of the date of the invoice. New

customers shall be invoiced on a pro-forma basis. 5.3 If the whole or any part of an invoice is disputed, the Customer shall pay the undisputed amount of the invoice in accordance with this condition 5 and the obligation to pay the disputed amount shall be suspended until the parties, acting reasonably, have resolved the dispute.

#### 6. Returns Policy & Refunds

6.1 All Goods remain the property of the Company until full payment is received, unless specified terms stating otherwise have been agreed in writing by the Company. 6.2 All Goods collected or received must be checked immediately on receipt. Any damage, faults, shortages or discrepancies must be advised in writing to the Company within twenty-four (24) hours of receipt of the Goods. For the avoidance of doubt, signing a carrier's delivery note "unchecked" does not absolve the Customer from this condition.

6.3 The Company offers a 14-day cooling off period for returns for standard stock items. The Company will not refund goods for business to business transactions or products that are produced or ordered on a bespoke basis, undamaged or repairable. The Company will always endeavour to ensure that the Goods are suitable and as specified in the order prior to delivery. All work undertaken, whether experimentally or otherwise, at the Customer's request, will be charged in full to the Customer.

6.4 Delivery costs are not refundable. The cost of return is at the customers own expense.

#### 7. Delivery & Replacements

7.1 The Goods shall be dispatched to the Delivery Address on the date or within the period stated in the order. 7.2 Where the date for delivery is not specified at the time of the order, the Customer shall give reasonable written notice of the proposed date for delivery which shall be subject to acceptance by the Company.

7.3 The time of delivery is not of the essence, unless specified. 7.4 The Customer shall be deemed to have accepted the whole of the Goods unless the Company is notified of any defect(s) within 24 Hours of delivery in which respect time shall be of the essence. 7.5 Where notification of defect(s) is given in accordance with condition 7.4, the Customer will afford the Company reasonable opportunity to inspect and investigate such claim(s) and shall if so requested immediately return the Goods the subject of the claim(s) to the Company. 7.6 Where notification of the defect is given in accordance with 7.4 the Company shall either replace the Goods with Goods of satisfactory quality or (at its option) shall credit the Customer with the price. 7.7 The Company shall have no liability to the Customer with regard to any claim in respect of which the Customer has not complied with the provisions of this condition.

#### 8. Risk and Property

8.1 Risk of damage to or loss of the Goods passes to the Customer on delivery. 8.2 The property in the Goods passes to the Customer upon payment in full. Until payment has been made in full the Customer will ensure the Goods are clearly marked as the property of the Company and will store the Goods in such a way as to be readily identifiable from other goods.

8.3 Where payment for the Goods has not been made by the due date the Company shall (without prejudice to any other remedy) be entitled (but not required) to take possession of the Goods and shall be entitled to enter onto the Customer's premises during normal business hours for such purpose.

#### 9. Warranties and liability

9.1 The Company warrants to the Customer that the Goods: 9.1.1 will be of satisfactory quality; 9.1.2 will be free from defects in design

and materials; and 9.1.3 will correspond with the order and/or any applicable specification to the extent that current reproductive techniques reasonably permit.

9.2 Without prejudice to any other remedy, if any of the Goods are not supplied in accordance with the Contract, the Company shall be entitled to replace those Goods or to credit the Customer with the price of them.

9.3 Nothing in these Conditions shall operate or attempt to operate to exclude or restrict either party's liability for:

9.3.1 death or personal injury resulting from such party's negligence, which liability shall be unlimited; 9.3.2 fraud, which liability shall be unlimited; or 9.3.3 fines imposed by any regulator or any Court.

9.4 Save as provided in condition 9.5, neither party shall be liable to the other in contract, tort (including negligence) or otherwise for any indirect or consequential loss arising under or in relation to the Contract.

9.5 Save as provided in condition 9.4, the Company shall indemnify the Customer against all liability and financial losses awarded against or incurred by the Customer as a result of or in connection with any breach of warranty given by the Company provided that the total liability of the Company shall in no circumstances exceed the price of the Goods.

9.6 Neither the Company nor the Customer shall be liable to the other or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Contract, if the delay or failure was beyond that party's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond either party's reasonable control:

9.6.1 Act of God, explosion, flood, tempest, fire or accident; 9.6.2 War or threat of sabotage, insurrection, civil disturbance or requisition; 9.6.3 Acts, restrictions, bye-laws, prohibitions or measures of any kind on the part of any governmental parliamentary of local authority 9.6.4 Failure by delivery company to deliver by a specified day or time.

#### 10. Cancellation

10.1 A Contract or order may only be cancelled by written agreement between the parties. Once an order has been accepted by the Company, the Company shall be under no obligation to cancel the Contract.

#### 11. General

11.1 The Contract is personal to the parties and may not be assigned to any other party. 11.2 Any notice required or permitted to be given by one party to the other shall be addressed in writing to the other at its registered office principal place of business or such other address as may at the relevant time have been notified to the party giving the notice.

11.3 No waiver by the Company of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision. 11.4 The parties will attempt in good faith to negotiate a settlement to any claim or dispute between them arising out of or in connection with the Contract.

11.5 The Company may change these Conditions from time to time. Any orders made shall be deemed to constitute acceptance of such changes. 11.6 If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these conditions and the remainder of the provision in question shall not be affected.

11.7 The Contract shall be governed by the laws of England.

#### 12. Storage

12.1 A minimum additional charge will be incurred by the customer for the storage of bespoke/custom equipment. This shall be no less than £5 per week and is based on 1 cubic meter and will increase according with the overall size of the equipment and the amount of storage space required.

#### **ADDITIONAL CONDITIONS OF HIRE**

Prices stated are for the hire of equipment excluding delivery, collection, installation, dismantling and are exclusive of VAT unless otherwise stated. Hire periods commence on the first day specified on the hirers order until the day equipment is returned to the Company.

All equipment remains the property of the Company unless expressed as sale of goods in which case conditions of sale apply.

The Hirer will be responsible for the cost of repair or replacement of goods returned damaged or lost, whilst on hire and will be required to ensure the security of goods whilst in their possession. We require the right to change any specification stated. The Company accept no responsibility for personal injury during the entire hire period and we recommend that our instructions for installation and dismantling are adhered to and all necessary safety precautions are employed. Please note: Conditions 9 and 11 of the Conditions of Sale shall form part of these Conditions of Hire and shall be interpreted in the context of the hire of rather than the sale of goods (and/or services).

In these Conditions of Hire: "Conditions" means the conditions set out in these Conditions of Hire and (unless the context requires otherwise) includes any special terms and conditions as may be agreed in writing between the Hirer and the Company from time to time. "Contract" means the contract for the hire of Goods or the supply of services which shall incorporate these Conditions. "Delivery Address" means the address stated on the order or as otherwise advised to the Company by the Hirer in writing. "Deposit" means a non-refundable percentage of the sale price which is received prior to work commencing. "Goods" means the goods or services referred to in an order placed by the Hirer and where the context requires means part only of such order. "Hirer" shall mean the person or company who hires the Goods from the Company and in doing so agrees to the Conditions. "Price" means the cost of the hire of the goods and/or supply of services agreed upon at the time of quotation.

#### **1. Acceptance of agreement**

1.1 In placing an order, the Hirer agrees to these Conditions which may (but need not) be signed on behalf of the Hirer. 1.2 A copy of these Conditions will be supplied with the Goods, and the Hirer shall ensure that any person(s) using or operating the Goods must be aware of and comply with these Conditions and any other instructions communicated to the Hirer by the Company. The Hirer accepts responsibility and is liable for the actions of such person(s) as though such persons were the Hirer.

#### **2. The Hire Period**

2.1 The minimum hire period for any Goods shall be one (1) day. The hire period shall commence on and include the day the Goods are received by the Hirer and end the day the Goods are received back or collected by the Company.

2.2 Once an order has been accepted by the Company, the Price and/or hire period may not be changed unless agreed by the Company.

#### **3. The Deposit and Delivery of the Goods**

3.1 On receipt of any applicable Deposit, the Company shall arrange for delivery of the Goods on such date as agreed between the parties. It is recommended that the hirer request delivery at least one day prior to the event or exhibition for which the Goods are

required to allow for any unforeseen delivery problems such as courier failure. When a Hirer chooses delivery by third party courier the Company cannot guarantee the delivery time or date.

#### **4. Checking the Goods**

4.1 It is a condition of the Contract that the Hirer checks the Goods immediately on receipt for obvious damage of the packaging. The Hirer shall not sign any carrier delivery receipt or similar for Goods received in good condition if they are not. All Goods must also be checked on receipt and any damage, faults, shortages or discrepancies must be advised to the Company within 12 hours of receipt of the Goods. Signing a carrier note 'unchecked' does not absolve the Hirer from this condition.

#### **5. Use and Return of Goods**

5.1 All Goods must be used in accordance with the Company's instruction and recommendations. 5.2 At the end of the hire period, Goods will be collected by the Company.

5.3 All Goods hired must be in the original packaging and clearly labelled. Failure to adequately package the Goods may incur extra costs. Please note that Goods left at hotels, conference centres and exhibition halls are at risk of loss and any loss or damage of the Goods during the hire period shall be the responsibility of the Hirer. 5.4 Goods not returned will be charged at the full list price. Charges will be made for the late return of the whole or any part of the Goods and/or damage to the whole or any part of the Goods (damage shall include but not be limited to physical and/or superficial damage, missing parts and/or missing or damaged original packaging) up to a maximum of the full list price of the Goods in question. Goods returned with missing parts may be charged as an extension of the hire period of the whole of the Goods until the return of such missing parts or else charged at the full list price for the whole of the Goods. All charges may be deducted from the Deposit.

#### **6. Notification of Extension of Hire**

6.1 The Hirer is responsible for notifying the Company of a proposed hire period extension. Such extension must be agreed by the Company.

#### **7. Cancellation**

7.1 Should either party decide to terminate the Contract, a minimum of four (4) weeks' notice prior to the first day of the agreed hire period is required. All expenses incurred up to the cancellation, including any expense relating to work that may have been commenced but not presented will be charged to the customer. The company will retain any deposit paid and where the expenses incurred are greater than the deposit, charge for these accordingly.

7.2 The Company may terminate the Contract and the Hirer agrees to immediately return the Goods if:

7.1.1 there is any breach of contract; 7.1.2 the Company reasonably believes the Goods to be in jeopardy; or 7.1.3 the Hirer is unable to pay the Price or the Deposit.

7.3 If the cancellation is made less than two (2) weeks' prior to the first day of the agreed hire period or after the goods have been delivered to the site, the Company reserves the right to invoice the full hire charge.

#### **8. Faulty Goods**

8.1 In accordance with condition 4, any damage, faults, shortages or discrepancies must be advised to the Company within 12 hours of receipt of the Goods. Should the Goods be found to be defective when in use, the Hirer must notify the Company immediately.

Should the Hirer fail to comply with this condition, (e.g. if the Hirer notifies the Company after the event) then the Hirer may be charged for any damage. The Hirer must not attempt to

repair Goods unless specifically authorised by the Company.

8.2 The Goods remain the Hirers responsibility and must be treated responsibly, for example:

8.1.1. Correct storage at normal operating temperatures; 8.1.2. Correct handling. Avoid dropping, jamming or shock actions; and 8.1.3. Defend it against adverse moisture, heat, dust and vibration.

8.3 Any damage arising from these will be charged for. 8.4 Should any goods supplied prove to be faulty a technical support person shall discuss the matter with the Hirer on the telephone and guide the Hirer in getting the Goods up and running. 8.5 If the fault is deemed to have been caused by the Hirer, a full charge shall be made.

#### **9. Payment Terms**

9.1 New customers shall pay a 50% deposit prior to work commencing with the balance paid on completion of the order. 9.2 Existing customers shall pay a 50% deposit prior to work commencing. The balance shall be paid to the Hirer within thirty (30) days of the date of the invoice and condition 5 of the Conditions of Sale shall apply. Payments do not include installation or dismantling of the Goods unless stated on the invoice.

#### **10. Responsibilities of the Hirer**

10.1 The Hirer shall not to sell the Goods on. 10.2 The Hirer shall use the Goods in accordance with the manufacturer's instructions. 10.3 The Hirer shall refrain from adding stickers, changing the Goods or modifying it in any way. 10.4 The Hirer shall be responsible for the well being of the Goods and assume the entire risk of damage or loss to Goods or any part thereof. 10.5 The Hirer will insure themselves or be personally liable for any damage or Goods replacement for the duration of the hire period. 10.6 The Hirer agrees to indemnify the Company against any liability, actions, claims, damages, cost and demands suffered or incurred by the Company as a result of any third party claim(s) arising from the use of the Goods. 10.7 The Hirer shall immediately return the Goods upon termination of the Contract.

#### **11. Damage or Loss Deposit**

11.1 A hire invoice may show a refundable damage or loss Deposit. This will be set-off against the Price or else refunded after the hire period has expired and the Goods have been satisfactorily returned to the Company. The Deposit does not represent the full replacement cost which will be charged in the event that the goods are unserviceable.

#### **12. Responsibilities of the Company**

12.1 The Company shall endeavour to meet any agreement made with the Hirer. 12.2 If a fault occurs with any Goods the Company shall repair the Goods or replace the relevant unit without delivery cost at the earliest possible occasion.

12.3 The Company shall not be responsible for delays, delivery failures or damage caused by accidents, strikes, transport failures or adverse weather conditions.