

## Terms and conditions of Sale Projector Lamps

Digital Office Systems (UK) Ltd will accept orders for goods on the Conditions set out below. These Conditions cannot be varied unless agreed in writing by a director of Digital Office Systems (UK) Ltd.

### 1. Interpretation

1.1 In these Conditions the following words shall have the meanings set opposite them:

"Carrier" means and (unless the context requires otherwise) includes the carriers servants agents and any person or persons carrying Goods on our behalf under any contract of carriage.

"Charges" means our charges for supplying and, where appropriate installing and/or maintaining the Goods.

"Confirmation of Order" means when we confirm our acceptance of your Order orally or in writing (whether electronically or otherwise) or when we effect Delivery, whichever occurs first.

"Contract" the contract made between you and us for the purchase of Goods incorporating these Conditions.

"Delivery" means our delivery of the Goods to the address you have stipulated in the Order or our notifying you that the Goods are available for collection.

"Goods" means the article(s) that we agree to supply to you pursuant to an Order.

"Order" means your request for us to supply you with Goods in consideration of the Charges, which you make by either completing an online order or otherwise requesting the Goods that you require.

"We", "us" "our" means Digital Office Systems (UK) Ltd.

"You", "your" means the person firm or corporation that places an Order with us.

### 2. Orders

2.1 Any Order you place will constitute an offer capable of acceptance by us. We will not be obliged to accept an Order and we reserve the right to refuse an Order without giving any reason.

2.2 You may cancel an Order at any time until Confirmation of Order except that you may not at any time cancel any Order for Goods that are customised to meet your particular requirements.

2.3 Each order if accepted by us shall constitute a separate severable contract.

2.4 Should you cancel the Order for Goods for any reason notwithstanding 8.1 8.2 and 8.3 we will charge a "restocking fee" which will be an amount equivalent to 30% of the price payable by you and all delivery and collection costs.

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### 3. Charges

3.1 Unless expressed otherwise, our Charges shall exclude delivery charges duty and sales tax at the prevailing rate.

3.2 You agree to pay our Charges within 30 days of the date of our invoice without deduction or set off. If you fail do so we may, without prejudice to any other right or remedy available to us, charge interest both before as well as after any Judgment on any outstanding balance at the rate of 4% above the NatWest Bank Base Rate until we receive payment in full.

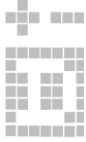
3.3 If you fail to pay us the Charges in accordance with this clause 3, we may, without prejudice to any other right or remedy available to us, either suspend any Delivery or cancel any other Contract between us. We can sue for the Charges due for any Goods that we have agreed to sell to you pursuant to a Confirmation of Order.

3.4 We reserve the right to increase the Charges at any time on notice to you if for any reason the price of the Goods increases between the Confirmation of Order and Delivery.

3.5 We reserve the right to ask you to pay the Charges in advance of Delivery in any event.

### 4. Goods

4.1 All Goods will be subject to availability and we reserve the right to modify the Goods at any time or substitute them with goods of equivalent functionality without notice.



## 5. Delivery

- 5.1 Any indication we may give as to the time of Delivery will be a good faith estimate only. Whilst we will use all reasonable endeavours to effect Delivery at the time we have estimated, time of Delivery is not of the essence.
- 5.2 If it is not possible for us to effect Delivery for whatever reason including but not limited to your being away or your premises being inaccessible, you will be liable to pay us an additional sum to cover our storage and administration charges.
- 5.3 We reserve the right to effect Delivery by instalment in which case each instalment will be a separate Contract.
- 5.4 Subject to clause 2.2 above, should you wish to cancel or reschedule any Order, you agree to give us as much notice (in writing) as is reasonably practicable and agree to pay our storage and administration charges in addition to the Charges.
- 5.5 Subject to the other provisions in these Conditions, we will not be liable to you for any loss (including but not limited to loss of profit) costs, damages, and charges, expenses caused directly or indirectly by a delay in Delivery (even if caused by our negligence).

## 6. Title and Risk

- 6.1 Risk of damage to or loss of Goods shall pass to you on Delivery.
- 6.2 Notwithstanding Delivery and the passing of risk in the Goods, title in the Goods shall, subject to clause 9, not pass to you until we have received payment of the Charges in full by cash or cleared funds payment for all Goods that we have agreed to sell to you pursuant to a Confirmation of Order.
- 6.3 Until such time as the title in the Goods passes to you, you will hold the Goods as a bailee and keep the Goods separately from any other goods belonging to you or any third party and properly stored, protected and insured and identified as our property.
- 6.4 Until such time as title in the Goods passes to you, we may at any time require you to deliver up the Goods to us and, if you fail to do so, enter any premises where the Goods are stored to repossess the Goods.

## 7. Quality

- 7.1 We warrant that (subject to the other provisions in these Conditions) the Goods will be of satisfactory quality.
- 7.2 As we are not the manufacturer of the Goods, all warranties, conditions and other terms implied by statute or common law (except as to title) are, subject to 7.1 above, expressly excluded. However, we will endeavour to pass on to you the benefit of any warranty or guarantee given by the Manufacturer in respect of the Goods.

## 8. Rejection

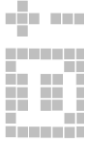
- 8.1 If on Delivery the Goods appear to be visibly damaged you must notify the Carrier immediately that you will not accept Delivery or sign for as damaged otherwise you will forfeit your right to reject the Goods for visible damage.
- 8.2.1 you must obtain an RMA number from us within 24 hours of Delivery, submit a completed RMA form to us as soon as possible thereafter and allow us facilities to inspect the Goods within 7 days of the date of Delivery; and
- 8.2.2 the goods are undamaged, unused, in their original packaging and you have not marked either the goods or their packaging.
- 8.3 Subject to clause 8.4 below, we will bear the costs of collecting any Goods you reject provided that you have complied with the requirements of 8.2.
- 8.4 Should you reject and return the Goods in accordance with 8.2, we will charge a "restocking fee" which will be an amount equivalent to 30% of the price payable by you in respect of the returned Goods.
- 8.5 If you fail to comply with either 8.1 or 8.2, you will be deemed to have accepted the Goods.

## 9. Software

- 9.1 Where the Goods incorporate software, title in the software will not pass to you even when you have paid the Charges in respect of such Goods in full.
- 9.2 You agree to comply fully with the terms of any software licence that is supplied with the Goods. Failure to do so may lead to such software licence being revoked by the owner of the software.
- 9.3 Where the Goods incorporate software belonging to a third party, and such software fails to conform to its specification or is otherwise defective, our sole liability will be to obtain a corrected version of such software from that third party for your use.

## 10. Force Majeure

- 10.1 We will not be liable for any failure to effect Delivery of the whole or part of any Order due to an event beyond our reasonable control. If Delivery is delayed due to an event beyond our reasonable control, we will notify you promptly of the reason for such a delay and you agree to give us such an extension to effect Delivery as is reasonable in the circumstances.



## **11. Assignment**

11.1 We may assign and/or sub-contract any Contract at any time on notice to you.

11.2 You may not assign, charge or transfer any of your rights or obligations under any Contract without our prior written consent.

## **12. Suspension and Termination**

12.1 We may, in our absolute discretion, suspend any Delivery and / or terminate any Contract immediately on notice to you if:

12.1.1 You pass a resolution for winding up (except for amalgamation or reconstruction of a solvent company) or if a court makes an order to that effect or if you have a receiver or administrator appointed over all or any of your assets or business, or if you cease or threaten to cease to carry on business.

12.1.2 You are in material breach of any of these Conditions. 12.1.3 We are unable to effect Delivery due to an event beyond our reasonable control.

12.2 Termination of any Contract between us shall not affect your liability to pay us (without deduction or set off) such Charges as are due for Goods for which we have effected Delivery. If on termination of any Contract, we owe you any sums, we reserve the right to set off against such sums any outstanding Charges as you owe us.

## **13. Limitations of Liability**

13.1 Our liability for death or personal injury as a result of our negligence or the negligence of our employees shall not be limited.

13.2 Our total liability to you for a breach of the Conditions or for negligence in the course of supplying Goods to you shall be limited to the repair or replacement of any Goods giving rise to your claim or at our option an amount equivalent to the Charges (or proportion of the Charges) that you have paid us for Goods giving rise to your claim.

13.3 Except as set out in clause 13.1 and 13.2 above, we will not be liable for the following loss or damage howsoever caused even if it foreseeable by us: loss of profits, business, revenue, goodwill, anticipated savings, data, corruption of data, whether sustained by you or third party and/or special, indirect or consequential loss (other than direct physical damage to your tangible property) whether suffered by you or another third party.

## **14. Data**

14.1 We operate a computerised information service, which enables our customers to have access to data concerning the Goods that we supply. The supply to you of any such data and information is subject to you entering into a separate Data Licence Agreement with us. A draft copy of such Agreement will be supplied to you on request.

## **15. General**

15.1 These Conditions constitute the entire agreement between you and us in respect of the Goods and supersede any earlier arrangements, understandings, promises or agreements made between the parties in respect of the Goods.

15.2 You acknowledge that in instructing us to supply the Goods, you do not do so on the basis of any representation, warranty or any provision not expressly contained within these Conditions.

15.3 Any failure by us to enforce a breach of the Conditions by you shall not be deemed to be a waiver of any subsequent breach of these Conditions that you may make.

15.4 If at any time any one or more of these Conditions are held to be unenforceable, illegal or otherwise invalid in any respect, such enforceability, illegality or invalidity shall not affect the remaining Conditions, which shall continue in full force and effect.

15.5 Nothing in this Agreement shall create or be deemed to create a partnership or joint venture between us and you or the relationship of principal and agent or employer and employee.

15.6 These Conditions shall be governed exclusively by English law and you and we agree to submit exclusively to the jurisdiction of the English courts.

15.7 You and we agree that no third party shall be afforded any rights under these Conditions.