



## Standard Terms and Conditions of Sale

### REFERENCES

In these Standard Terms and Conditions of Sale ("Conditions"):

"Company" means Digital Television Systems Limited

"Buyer" means the buyer of Goods and/or Services from the Company

"Contract" means the agreement between the Buyer and the Company for the supply of Goods and/or Services

"Goods" means the goods agreed to be supplied to the Buyer by the Company

"Order" means the Purchase Order form, email Order or other Order including any applicable specification, submitted by the Buyer to the Company for Goods and/or Services

"Services" means the services agreed to be provided to the Buyer by the Company

"Supplies" means the Goods and/or Services to be supplied under the Contract

### ACCEPTANCE OF QUOTATION/TENDER

The acceptance of our quotation or tender includes the acceptance of all the following terms and conditions:

#### 1 **QUOTATION/TENDER VALIDITY**

Any quotation/tender given by the Company remains valid for a period of 30 days only, unless otherwise stated or previously withdrawn.

#### 2 **VALIDITY**

No Order shall be binding until confirmed/acknowledged in writing by the Company's authorised representative.

#### 3 **DISPATCH**

The time given for the execution of an Order shall be reckoned from the date on which The Company acknowledges your formal Order in writing or from the date on which The Company receives all the information and drawings necessary to enable it to proceed, whichever date maybe the later. Inadequate, incorrect or omitted information from the customer may impact adversely upon delivery dates. The Company will use it's best endeavors to dispatch by the given date, but will not accept liability for failure to do so unless an Undertaking in writing shall have been given by The Company under an agreed penalty (as liquidated damages) for late dispatch, and you have suffered loss by The Company's delay. Should dispatch be hindered or delayed by your instructions, lack of instructions, incorrect or inadequate information or lack of supplies or by any cause whatsoever beyond The Company's reasonable control (including strikes, lock-outs, fire, war causes, accidents, defective materials or unforeseen material delays) then a reasonable extension of time shall be granted. In the event of work on the Order being delayed or suspended by your instructions, lack of instructions or lack of supplies, then at The Company's discretion: The Contract price shall be increased to cover any additional expense incurred by The Company due thereto and/or The Company shall sell the goods or services elsewhere at a price determined by The Company under The Company's name, associate Companies' names or Trademarks belonging to The Company or any of The Company's Associate Companies. The Goods may be delivered by the Company in advance of the quoted delivery date upon giving reasonable notice to the Buyer. If the Buyer fails to take delivery or to accept the Goods, a Proforma Invoice will be issued to the Buyer for the value of the Goods, which will be immediately due for payment.

#### 4 **LITERATURE, DOCUMENTATION and PRICES**

All illustrations, drawings, prices etc. accompanying The Company's quotation/tender or contained in The Company's catalogs, data sheets, price lists or advertisements must be regarded as approximate representations only and are not binding in detail unless specifically stated so in the quotation/tender. All weights, measures, powers, capacities and other particulars of the goods offered by The Company are stated in good faith as being approximately correct, but shall be treated as descriptive only and not form part of the Contract unless specifically stated otherwise. Any typographical, clerical or other error or omission in any document or information issued by the Company shall be subject to correction without any liability on the part of the Company.

#### 5 **DAMAGE IN TRANSIT**

When the quoted price includes delivery, the Company will repair or replace free of charge goods damaged in transit provided the carriers and the Company receive written notification of such damage within four days of delivery, but not otherwise. The quoted price does not include delivery unless this is specifically stated. Cases of non-delivery must be notified to the Company and the carriers within seven days from the date the Company advises dispatch. No liability can be accepted by the Company in respect of any goods dispatched by the Company in respect of which notice of non-delivery has not been given within the requisite period.

#### 6 **WARRANTY**

If within 12 months after delivery the Company is notified that there appears in the goods any defect which has arisen under proper use from faulty materials, workmanship or design (other than design made, furnished or specified by you for which the Company has in writing disclaimed responsibility), the Company warrants that, provided the defective goods or parts thereof have been returned to the Company, should they so require, they will make good the defect at no additional cost either by repair, or at the Company's option, replacement. The repaired or replaced item is covered by this same warranty for a period of 12 weeks from repair or supply of replacement. Unless otherwise stated, goods supplied by the Company which are not of the Company's manufacture are excluded from this warranty, but the Company will, where permitted to do so, pass on the benefit of any unexpired warranty given by the manufacturer of the goods, provided the Company does not incur a liability greater than that provided herein for goods of the Company's manufacture. The Company's liability under this condition shall be accepted by you in lieu of any liability implied by statute or common law as to the quality or fitness for any particular purpose of the goods (any such liability being excluded to the fullest extent permitted by law). Save as provided in this condition the Company shall not be under any liability to you (whether in contract, tort or otherwise) for



any defects in the goods or damage to property or loss resulting from any work done in connection therewith, other than injury or death to persons or damage to property or loss sustained by you arising from negligence of the Company, such liability in respect of loss or damage to property being limited to £1,000,000 per occurrence or series of events arising from an occurrence.

**7 HEALTH AND SAFETY AT WORK ACT**

Goods when used in normal or prescribed applications within the parameters set for mechanical and electrical performance in the technical data provided should not cause any danger or hazard to health or safety if normal engineering practices and competencies are observed and they are handled/used in approved applications by trained/skilled persons in accordance with the relevant legislation regulations and the accepted rules of art for the industry concerned. Where required, Goods must be properly monitored, maintained and serviced in the general interests of health and safety.

**8 INTELLECTUAL PROPERTY AND CONFIDENTIALITY**

The Company retains ownership of all inventions, designs, copyrights and processes relevant to the Supplies and not provided by the Buyer. Copyright exists in all documents, designs, programs, or other material issued by or on behalf of the Company, which the Buyer shall keep confidential and not disclose or use the same (other than for the particular purpose for which it was disclosed) for the Buyer's or any third party benefit without the Company's prior written consent. All film negatives and positives, discs, sketches, samples and original designs of any kind, molds, tapes, designs and other materials created or acquired for the performance of a Contract shall remain the exclusive property of the Company including any items subject to an extra charge. The Company shall not be obliged to preserve any of the same unless expressly agreed in the Company's confirmation of Order and the cost of storage of which shall be an extra charge unless otherwise stated in such confirmation to be included within the price.

Any computer programs, software or firmware supplied by the Company remain the property of the Company, and are provided by means of a non-exclusive, revocable license to use on specified equipment, are to be kept confidential by you and not be further copied or divulged to any other party without the Company's prior written consent.

**9 MATERIAL**

Material furnished by the Buyer in relation to Supplies will be stored by the Company for up to 12 months after the last order submitted in relation to the relevant Supplies and will then be returned or destroyed at the Buyer's request and expense. If no submission is received by the Company, it may, at its discretion, use, sell or otherwise dispose of the material.

The Company shall not be liable for any defect, wastage or other loss whatsoever arising from such materials, or other items, which shall be held and used at the Buyer's risk. Quantities of materials or other items supplied by the Buyer shall allow for normal spoilage. The Company shall not be responsible for any loss, damage, cost or expense arising from, or from any mistake, defect or inaccuracy in, any artwork, tapes, films, discs, or other materials or items specified or supplied by the Buyer. Any loss, damage, cost or expense arising therefrom or from the Company's reproduction of such mistakes, defects or inaccuracies shall be for the sole account of the Buyer who shall indemnify the Company accordingly.

All material or goods furnished by the Buyer, including but not limited to items referred to above, in the possession of the Company or otherwise shall be held, worked on and carried at the Buyer's risk in every respect and the Buyer is advised to retain duplicates or copies of any master artwork films tapes discs and other materials provided to the Company

**10 TERMS OF PAYMENT**

Where no other terms of payment have been agreed, full settlement of Invoice by bank transfer is required prior to dispatch of goods.

The Company reserves the right prior to delivery or final performance to increase the price of Supplies to reflect any increase in labour or material costs or other costs of production, any foreign exchange fluctuation, currency regulation, alteration of duties or any change in delivery dates, quantities or specifications for the Supplies which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Company adequate information or instructions or to perform its obligations for the Supplies.

If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to:

- 10.1 Cancel the Contract in whole or in part or suspend any further deliveries to the Buyer or other performance;
- 10.2 Appropriate any payment made by the Buyer to such of the Goods or Services (or the goods or services supplied under any other contract between the Buyer and the Company) as the Company may think fit (notwithstanding any purported appropriation by the Buyer);
- 10.3 charge the Buyer interest (both before and after any judgment) on the amount unpaid, at the rate of four percentage points above National Westminster Bank plc base rate from time to time or at such rate as is the maximum permissible by statute until payment in full is made;
- 10.4 If for any reason any payment is not made when due, the Company reserves the right to be paid on an indemnity basis any costs the Company incurs in recovering any money due under this contract (and the costs of recovering such costs) including the Company's administrative costs and any costs incurred with lawyers or debt collection agencies. The Company's administrative costs shall include the cost of employing the staff concerned and the overheads attributable to them for the time spent.

**11 INSPECTION AND ACCEPTANCE**

Within 7 days of delivery of the Goods and/or completion of the Services the Buyer shall inspect and test the same and immediately give notice to the Company of any damage or non-conformity with the Contract. In the absence of such notice, the Supplies shall be deemed to comply with the terms of the Contract and the Buyer bound to accept them. The Buyer will indemnify the Company against any loss which it suffers because any notification is received too late to enable it to claim against carriers or insurers in respect of such damage or loss in transit.



- 12     **TITLE**  
The property in the goods shall not pass to the Buyer until they have been paid for in full. If, nevertheless, the Buyer sells the goods or sells items into which the goods have been incorporated before the goods have been paid for in full, the Buyer shall hold the proceeds of sale on trust for the Company and the Company shall be entitled to trace the goods into such items or the proceeds of sale.
- 13     **TERMINATION OF CONTRACT**  
No Order which has been accepted by the Company may be canceled by the Buyer except with the agreement in writing of the Company and on terms that the Buyer shall indemnify the Company in full against all loss (including loss of profit), costs (including the cost of all labour and materials used or appropriated to the Contract), damages, charges and expenses incurred by the Company as a result of cancellation. The Company shall be entitled to terminate the Contract forthwith by notice in writing to the Buyer if:
- 13.1     the Buyer fails to pay to the Company any sum when due; or
  - 13.2     the Buyer fails to remedy any breach or non-performance within fourteen days of notice from the Company so to do; or
  - 13.3     the Buyer is, or is deemed to be insolvent or steps are taken to: (a) propose any composition, scheme or arrangement involving the Buyer and its creditors; (b) obtain an administration order or appoint any administrative or other receiver or manager of the Buyer or any of its property or otherwise enforce any security over the Buyer's property, or repossess its assets; or (c) file a petition in bankruptcy or to wind up or dissolve the Buyer, or sequester its estate or outside England anything corresponding to any of the above occurs. The Company may stop any goods in transit and suspend further deliveries and may determine without prejudice to any existing claim it may have.  
If the Contract is terminated, the Company (without prejudice to its other rights but subject to any relevant mandatory laws) may do any of the following:
    - 13.3.1    declare immediately payable (and so becomes interest-bearing) all issued invoices;
    - 13.3.2    recover any of the Company's property held by the Buyer;
    - 13.3.3    issue invoices for immediate payment for all the costs incurred by the Company for the Order up to the cancellation date.
- 14     **INCOTERMS**  
The interpretation placed by INCOTERMS 2010 on terms of trading contained in any Order resulting from a Quotation/Tender shall apply.
- 15     **LEGAL CONSTRUCTION**  
All notices or other communications under a Contract shall be in writing in English addressed to the addressee's registered office or address stated in the Order (or other address notified to the other party) and shall be sent by hand (and thereby be deemed served when properly left at such address) or by first class pre-paid post (and thereby be deemed served 48 hours after posting). The Contract shall be governed and construed in accordance with English law and the Buyer irrevocably submits to the exclusive jurisdiction of the courts of England provided that (and without prejudice thereto) the Company shall be entitled to apply for any provision of conservatory measures or interim relief in any other court having jurisdiction. No person who is not a party to the Contract shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract but this does not affect any right or remedy which is available apart from that Act.

Issue D - PAC 01/02/2017