

## Terms & conditions of sale

As an appointed dealer of JVC Professional Europe (JPE), you are already a signatory to our Standard Terms and Conditions of Sale. As an appointed dealer that has been additionally registered to use this JPE website, you have, by definition, further agreed to take entire responsibility for which of your company's employees are empowered to place orders on JPE, by way of having their own log-in details.

### TERMS AND CONDITIONS OF SALE JVC Professional Europe Limited

#### 1. GENERAL

- (a) These Terms and Conditions alone shall govern and be incorporated in every contract for the sale of goods, services and offers made by JVC Professional Europe Ltd. (the "Company") with any Customer. They shall apply in place of and prevail over any terms and conditions or referred to in any documentation submitted by the Customer or in correspondence or negotiations or elsewhere or implied by trade custom, practice or course of dealing, unless specifically excluded or varied in writing by the Company. The Company shall sell and the Customer shall purchase the goods and services which the Company is to supply in accordance with these Terms and Conditions, in accordance with any written quotation of the Company which is accepted by the Customer, or any written order of the Customer which is accepted by the Company, subject in either case to these Terms and Conditions which shall govern such written quotation or written order. In case of resellers the "Additional Terms and Conditions for Resellers" shall apply.
- (b) The quality, quantity and description of and any specification for the goods and services shall be those set out in the Company's quotation (if accepted by the Customer) or the Customer's order (if accepted by the Company).
- (c) An order may not be cancelled or varied after acceptance without the written consent of an authorised representative of the Company and the giving of such consent shall not in any way prejudice the Company's right to recover from the Customer full compensation for any loss or expense arising from such cancellation or variation.
- (d) Any contract to which these Terms and Conditions apply shall be governed by, and construed in accordance with local law of the Company's Branch Office, as a contract party. Where the contract is enforced in a country in which the Company finds it inappropriate, at the Company's sole discretion, to apply the above principle, the contract shall be governed by the laws of England unless specifically agreed otherwise by the Company.
- (e) Any legal disputes will be conducted by the court whose jurisdiction covers the location of the Branch Office as a contract party. Otherwise a dispute will be submitted to the competent court in England.
- (f) No employees or agents of the Company are authorised to make any representation concerning the goods unless confirmed in writing by the Company's authorised representative. The Customer acknowledges that it does not rely on or waives any claim that it might have for breach of any representation which is not so confirmed.
- (g) Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by or on behalf of the Company shall be subject to correction without any liability on the part of the Company.
- (h) If the goods are to be manufactured or any process is to be applied to the goods by the Company in accordance with a specification submitted by the Customer, the Customer shall indemnify the Company against all loss, damages, costs and expenses awarded against or incurred by the Company in connection with or paid or agreed to be paid by the Company in settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from the Company's use of the Customer's specification.
- (i) A waiver by the Company of any breach of the contract shall not be considered as a waiver of any subsequent breach.
- (j) If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the remainder of the Terms and Conditions shall not be affected.

#### 2. PRICE

The price for the goods shall be in accordance with the Company's existing Local List Price, at the date of acceptance of the order, which the Company shall have the right to revise at any time. The actual price to be paid shall be the List Price less any agreed discount current for the goods at the date when the goods are despatched. Unless otherwise specified, VAT and any other tax or duties payable by the Customer shall be added to the price. The prices are understood to be ex works.

The Companys offers are not binding and are subject to change without notice. When a specific binding offer is made, it shall be valid for 30 calendar days, unless expressly agreed otherwise.

The Company reserves the right by giving notice to the Customer at any time before delivery to increase the price of the goods to reflect an increase of costs to the Company due to any factor beyond the control of the Company.

### 3. CREDIT & SETTLEMENT TERMS

Unless otherwise agreed in writing all monies due to the Company shall be paid by Direct Debit by the end of the month following the date of the invoice (hereinafter called "the Settlement Date").

Without a credit agreement with the Company payment in advance is obligatory unless otherwise agreed in writing.

The Customer will be invoiced for the goods immediately upon delivery. However in the cases where the goods are to be collected by the Customer or where the Customer wrongfully fails to take delivery of the goods, the Company should be entitled to invoice the Customer at any time after it has notified the Customer that the goods are ready for collection or the Company has tendered delivery of the goods.

The Company reserves the right to charge interest on overdue monies on a daily basis at a rate calculated at 2% per month (1 month being 30 days duration) or at any maximum interest rate legally allowed in the country in which the Companys Branch Office, as a contract party, is located, whichever is lower, to run from the due date for payment until receipt by the Company of the full amount (including any accrued interest) whether before or after judgement. In the event of any part of the balance becoming overdue the entire account outstanding becomes payable on demand. No discount will apply if any previous invoice is overdue. The Company cannot accept cash payments in excess of 15,000 ##CURRENCY## due to Money Laundering regulations. JVC reserves the right to "offset" unless otherwise agreed in writing.

### 4. AVAILABILITY OF GOODS

Delivery shall be at the Customers premises unless stipulated or agreed otherwise by the Company in writing. Time of delivery shall not be of the essence of any contract to which these Terms and Conditions apply and shall not be made so by the service of any notice. Delivery is subject to the availability of the goods and if, owing to the non-availability of such goods or any other cause beyond the control of the Company, the Company shall be unable to carry out its obligations under any contract it shall be entitled to determine the contract forthwith by giving notice to the Customer to that effect.

### 5. INSTALLMENT DELIVERY

Where the goods are delivered by instalments and the Customer either:(i) fails to accept any delivery when due; or (ii) defaults in making any payment when due; the Company may cancel any outstanding deliveries and the Customer shall compensate the Company in full for any loss or expense arising from such cancellation. If the customer defaults on clause (i) or (ii) the full amount outstanding becomes payable immediately and interest becomes due on overdue balances as detailed in clause 3.

Each instalment delivered by the Company shall constitute a separate contract and failure by the Company to deliver any one or more of the instalments in accordance with these Terms and Conditions or any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to treat the contract as a whole as repudiated.

#### 5a. LANDLORDS WAIVER

JVC Professional Europes Terms and Conditions supersede any external warehouse lien. It is the responsibility of the customer to advise the owners of the external warehouse where JVC goods are stored of this waiver and to have this documented in the event of a claim.

### 6. PASSING OF PROPERTY & RISK

Property in the goods referred to in these Terms and Conditions or any order previously or subsequently invoiced shall not pass to the Customer until such time as the Customer shall have paid to the Company the agreed price (together with any accrued interest) and all other amounts owed by the Customer to the Company in respect of any other contracts for the sale of goods. As long as retention of title remains in effect, the Customer must not resell the reserved goods without the Companys prior written consent. Notwithstanding the above, the Customers that are also a party to the Reseller Agreement are entitled to sell the reserved goods in normal business transactions provided they are not in arrears. The Customer hereby assigns to the Company by way of security all claims resulting from the resale or other legal basis (insurance, tort, etc.) with regards to the reserved goods (including all payments on current account) that are subject to retention of title hereunder. The Company authorises the Customer, subject to revocation, to collect in its own name the claims assigned to the Company for its account. The authorisation to collect can only be revoked if the Customer fails to duly meet its payment obligations. Until such time as property passes, the Customer shall hold such goods in a fiduciary capacity for the Company and the Company shall be entitled to require the Customer to deliver such goods or any of them to it on demand and to enter the Customers premises for the purposes

of collecting them. The Customer is not entitled to charge goods by way of security before property in the goods has passed. The Company reserves the right to resell any goods to which it has retained title and the Companys consent to the Customers possession of the goods and any right the Customer may have to possession of the goods shall in any event automatically cease without notice (a) upon the happening of any of the events set out in Condition 14(a) or (b) if the Customer commits a breach of any contract with the Company or (c) if any sum owed by the Customer to the Company is not paid to the Company by the date when it is due. From the time of despatch of the goods from the Companys premises until the time of delivery to the Customer the risk of any loss or damage to the goods shall be borne by the Customer or - if otherwise confirmed- by the Company and thereafter the goods shall be at the risk of the Customer. The Customer shall be responsible for the cost of the carriage and insurance in respect of all goods returned by the Customer to the Company which goods shall be deemed to be at the Customers risk at all times until physically received by the Company. From the time of delivery until property in the goods passes to the Customer in accordance with this Condition 6, the Customer shall insure the goods for their full value with a reputable insurance office. Until property in the goods passes to the Customer, the Customer shall hold the proceeds of any claim on such insurance policy on trust for the Company and shall forthwith account to the Company for such proceeds. Where the goods have been returned for estimate or repair, the Company has the right to dispose of these items where the Customer has not collected or paid for them within 6 months of being notified of the goods being available for collection.

#### 7. LIABILITY FOR DELIVERY

##### (a) Short Delivery

Any claim that the goods are not in accordance with the order must be communicated to the Company within ten working days of delivery. All communications must quote the Companys invoice number.

##### (b) Non-Delivery

Any claim for non delivery must be received by the Company within 14 days of the invoice date and any claim must quote the Companys invoice number.

##### (c) Failure to Claim

If the Customer fails to give notice in accordance with this Clause 7 the goods of the quality and quantity specified on the order shall be deemed to have been delivered to the Customer and the Customer shall be bound to pay for the same.

##### (d) Third Party Premises

The company will not be liable for any goods short delivered or damaged on arrival to third party premises at the request of the Customer.

#### 8. RETURNED GOODS

(a) The goods sold are not returnable unless such return is expressly authorised in writing by the Company and in the event of such consent being given the Company may apply a handling charge in respect of the goods returned.

(b) The goods returned for repair or replacement must be accompanied by an advice note giving brief details and quoting the Companys invoice number and until received by the Company the goods are at the Customers risk.

(c) All returned goods shall be delivered to the Company carriage paid.

(d) The goods must be returned in its original packing carton complete with all accessories and manuals. Failure to do so will result in a 10% handling charge being applied to the credit. The missing accessories will be charged separately.

#### 9. OBLIGATION OF THE COMPANY

Where liability is accepted by the Company under Clause 7 the Companys only obligation shall be at its option to make good any non-delivery or as appropriate to replace or repair any goods found to be damaged or defective and/or to issue a credit note in respect thereof but the Company shall bear no further liability whatsoever.

#### 10. LIMITATION OF LIABILITY

Subject as expressly provided in these Terms and Conditions

(a) all conditions, warranties and representations expressed or implied by statute, common law or otherwise in relation to the goods are hereby excluded to the fullest extent permitted by law;

(b) the Company shall be under no liability to the Customer for any loss, damage or injury directly or indirectly resulting from defects in design, materials or workmanship or otherwise howsoever arising (and whether or not caused by the negligence of the Company or its employees or agents) other than liability for death or personal injury resulting from the Companys negligence.

(c) the Company shall have no liability for any indirect or consequential losses or expenses suffered by the Customer howso-ever caused and including without limitation loss of anticipated profits, goodwill, reputation, business receipts

or contracts.

(d) The Company's aggregate liability to the Customer, whether for negligence, breach of contract, misrepresentation or otherwise shall in no circumstances exceed the cost of the defective, damaged or undelivered goods which give rise to such liability as determined by net price invoiced to the Customer.

#### 11. FORCE MAJEURE

The Company is not liable to the buyer or shall not be deemed to be in breach of contract by reason of any delay in performing or any failure to perform any of its obligations in relation to the goods if the delay or failure was due to any cause beyond its reasonable control. Without prejudice to the generality of the foregoing, the following should be regarded as causes beyond the Company's reasonable control: Act of God, explosion, flood, tempest, fire or accident; War or threat of war, sabotage, insurrection, civil disturbance or requisition, strikes, lock-outs, or other industrial actions or trade disputes

#### 12. WARRANTY

JVC Professional Europe Limited's warranty complies with local European legislation within the country where the goods were purchased.

(a) A 12 months free parts and labour warranty to the Customer shall commence from the date of the Company's invoice

unless otherwise stated. At the time of resale by the Customer of the goods in new condition within 6 months of the date of purchase from the Company the warranty period may be extended to 12 months from the date of resale upon satisfactory evidence of said resale being made to the Company. Unless an alternative warranty is agreed in writing.

(b) Lamps, VCR Upper Drums and other consumable items are not covered by the Company's warranty.

(c) Display devices such as CRTs and PDPs are not covered for "burn in" where static images have been displayed.

(d) Warranty is given only on new product, unless otherwise advised in writing by a representative of the Company.

(e) The Company shall be under no liability in respect of any defect arising from fair wear and tear, negligence, failure to follow instructions given by the Company, misuse or alteration of the goods. Where the goods are found to be defective for any of these reasons, the Company reserves the right to make a nominal inspection charge equivalent to one hour of labour time at its prevailing rate.

(f) If there are any parts, products or materials which are not manufactured by the Company, the Customer shall be only entitled to the benefit of any such warranty or guarantee which is given by the manufacturer to the Company.

#### 13. DISPOSAL OF WASTE PRODUCTS

The Company does not have any responsibility or liability for the disposal of goods under the Directive of the European Council and Parliament 2002/96/EC on Waste Electrical and Electronic Equipment and any other statute, regulation or other legal requirement issued or made in connection with that Directive as modified from time to time. This responsibility belongs to the end-user of the equipment, where goods are sold by the Company to a customer which is not the ultimate end-user of the product it is the responsibility of the Customer to ensure that the end-user is aware of this responsibility.

#### 14. TERMINATION

(a) If the Customer enters into a voluntary arrangement or if a petition is presented for the making of a bankruptcy order

against the Customer or if an administrator, liquidator or receiver is appointed, or if the Customer compounds with his creditors or if (being a Company) an application for any order is made or a resolution is passed for the winding-up of the Customer (otherwise than for the purpose of amalgamation or reconstruction previously approved in writing by the Company), the Company may without prejudice to any of its other rights stop any goods in transit and/or suspend further deliveries to the Customer and/or exercise any rights under Clause 4 and/or by notice in writing to the Customer terminate any contact with the Customer.

(b) Upon termination of any contract pursuant to Clause 14(a) any indebtedness of the Customer to the Company shall become immediately due and payable and the Company shall be relieved of any further obligation to supply goods.

(c) Pursuant to clause 14(a) any rebate or bonus is only payable at the end of the retro period providing the customer has an active live account with the Company, and that payment has been made to the agreed terms.

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