

STANDARD TERMS AND CONDITIONS

1. BASIS OF THE AGREEMENT

A. The following conditions of sale apply to agreements made with E-Service (Europe) ("the **Agreement**"). All quotations are made and orders accepted, subject to the following conditions of sale. No addition to or modification of these conditions shall have any effect unless such addition, alteration or modification is expressly accepted by E-Service (Europe) in writing and signed by a duly authorised representative of E-Service (Europe).

B. These conditions apply to the exclusion of any other terms sought to be imposed or incorporated by the customer, or which are implied by trade, custom, practice or course of dealing.

C. The Agreement, incorporating these Standard Terms and Conditions, constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

D. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

2. ACCEPTANCE

No Agreement is concluded until the customer's order is accepted in writing by E-Service (Europe). Unless previously withdrawn, or otherwise specified by E-Service (Europe) in writing, quotations (where issued) are open for acceptance within 30 days from the date in which they are made.

3. INFORMATION

A. Descriptions, drawings, specifications and other particulars given by E-Service (Europe) in catalogues, price lists etc, are not binding on E-Service (Europe) unless specifically confirmed in writing as being applicable to goods supplied.

B. Should any information or data supplied by the customer to E-Service (Europe) for the preparation of a quotation prove not to be sufficient or accurate E-Service (Europe) reserves the right to amend the quotation and (where applicable), to make any alteration or amendment in the quoted price to cover any resulting increase in cost.

4. PRICES

A. Unless otherwise indicated, all prices exclude the costs of delivery and delivery charges will be added to the invoice where applicable. .

B. The customer shall pay all other duties, charges and taxes (if any) chargeable in respect of the supply of the goods to the customer.

C. E-Service (Europe) reserves the right to vary its prices without notice and unless expressly specified in the quotation, goods will be supplied and invoiced at the prices ruling at the time of despatch.

D. Prices quoted by E-Service (Europe) are for the quantities and on the terms stipulated in the quotation and shall be subject to variation if the quantities or terms in question are in any way amended.

E. Unless otherwise indicated all prices are quoted exclusive of VAT.

F. Unless indicated stated export prices do not include freight costs outside the United Kingdom and these will be added to the invoice.

5. DELIVERY

A. Unless otherwise indicated delivery shall take place at the agreed destination within the UK except if the customer collects the goods, delivery shall take place where the goods are loaded on the collection vehicle. In the case of export orders, unless otherwise agreed, delivery shall take place at a destination in the UK appointed by the customer and agreed by E-Service (Europe).

B. In all cases delivery dates quoted by E-Service (Europe) are subject to confirmation by E-Service (Europe) at the time an order is accepted, and time of delivery shall not be of the essence.

C. E-Service (Europe) will use its best endeavours to deliver the goods promptly or in accordance with the terms stated, but delivery items or dates (whether confirmed or not), must be treated as estimates only, and E-Service (Europe) shall be under no liability whatsoever or any future or delay in despatch or delivery not for the loss or damage whatsoever arising thereof.

D. If the goods are not taken up or delivered by their quoted delivery dates by reason of any default of the customer, E-Service (Europe) may either treat the Agreement as repudiated or alternatively store the goods at the customer's risk and expense.

E. Where the agreement provides for delivery by instalments, each instalment shall constitute a separate contract and any failure or defect in any one or more instalments delivered shall not entitle the customer to repudiate the agreement nor cancel any subsequent instalments.

F. The customer shall not be entitled to reject the goods by reason only of short delivery.

F. If for any reason whatsoever beyond its control of E-Service (Europe)'s normal production of goods required for the performance of the Agreement with the customer and the other comparable contracts is reduced, E-Service (Europe) may proportionately reduce the quantities to be supplied to the customer without incurring liability for any loss or damage thereby suffered by the customer.

6. EXPORT SALES

A. In the case of order for delivery outside the UK the customer shall be liable for all charges, levies, taxes and other costs in respect of the goods as from delivery to the appointed destination within the UK and in particular shall be liable for all customs, exportation and importation duties chargeable in respect of the goods.

7. PAYMENT TERMS

A. Liability arises on delivery unless specified in the quotation or otherwise in writing. Invoices for goods for payment supplied must be paid for within 30 days from the date of the invoice. .

All sums due shall be paid without set-off, counterclaim, deduction or withholding (except as required by law).

If prompt payment terms are offered on their invoice then, subject to those terms being met, a discount may be deducted from payment.

B. E-Service (Europe) reserves the right to charge interest on overdue accounts at a rate per annum of 2% above HSBC plc basic rate at the time payment is due.

C. Payment shall be due whether or not property in the goods has been passed by virtue of condition 8 and E-Service (Europe) shall accordingly be entitled to sue for the price once the same is due even if property in the goods has not passed.

D. Any default by the customer in making payment on the due date shall entitle E-Service (Europe) (without prejudice to its other rights) to suspend delivery to customer.

8. PROPERTY AND RISK

A. Risk shall pass to the customer on delivery to the appointed destination within the United Kingdom.

B. In spite of delivery having been made property in the goods will not pass from E-Service (Europe) to the customer until all sums owing to E-Service (Europe) (including any interest under clause 7B plus any VAT) under this or under any other contract between the customer and E-Service (Europe) have been received in full by E-Service (Europe).

C. Until property in the goods passes to the customer in accordance with clause 7B above, the customer will hold the goods and each of them on a fiduciary basis as bailee for E-Service (Europe). The customer is required to store the goods (at no cost to E-Service (Europe)) separately from all other goods in its possession and mark goods in such a way that they are clearly identified as the property of E-Service (Europe).

D. Notwithstanding that the goods (or any of them) remain the property of E-Service (Europe), the customer may sell or use the goods in the ordinary course of the customer's business at full market values for the account of E-Service (Europe). Any such sale or dealing will be a sale or use of E-Service (Europe)'s property by the customer on the customer's own behalf and the customer will deal as principal when making such sales or dealings.

E. E-Service (Europe) will be entitled to recover the price (plus VAT) in respect of the goods notwithstanding that property in the goods has not passed from E-Service (Europe).

F. Until such time as property in the goods passes from E-Service (Europe) or on the occurrence of any events specified in condition 14A or if E-Service (Europe) shall reasonably consider for any reason that its goods are in jeopardy: -

- (i) The customer's authority to sell goods which belong to E-Service (Europe) shall end upon request by E-Service (Europe) to the customer to deliver all goods belonging to E-Service (Europe) to E-Service (Europe), (at the customer's expense) up to the value of the sums owing to E-Service (Europe) by the customer.
- (ii) E-Service (Europe) by its employees or agents shall be entitled to enter upon or into any land buildings, vehicles or vessels where the goods are stored to retake possession of the goods up to the value of sums owing to E-Service (Europe) from the customer, and
- (iii) All proceeds of the sales of those goods owing to E-Service (Europe) sold by the customer shall be paid into a separate bank account and held on behalf of E-Service (Europe). Where the goods are incorporated into another product before being sold by the customer, the customer shall pay into separate bank account such proportion of the proceeds of sale of that other product as represents the value of the goods belonging to E-Service (Europe).

G. The customer shall not pledge or in any way charge by way of security for any indebtedness any of the goods, which are the property of E-Service (Europe). Without prejudice to the other rights of E-Service (Europe), if the customer does so all sums whatever owing by the customer to E-Service (Europe) will become due and payable.

H. The customer will not sell the goods in any other name than the name used by E-Service (Europe) in relation to the goods and not remove or obliterate from the goods those names or other makers applied to the goods or by any third party

## 9. TESTS

Goods manufactured or supplied by E-Service (Europe) are carefully inspected and submitted to standard tests before despatch. Any additional or special tests which E-Service (Europe) may agree to carry out at the request of the customer may be charged extra.

## 10. RETURN OF GOODS

A. If after acceptance of an order some exceptional circumstances arise which make it desirable to modify or cancel the order, E-Service (Europe) will do its best to assist, but shall be under no obligation to accept the amendment or cancellation of the order and must be indemnified against any loss (including loss of profit) in which E-Service (Europe) may therefore be involved. Goods are not to be returned to E-Service (Europe) (except in accordance with the terms of the company's guarantee) unless an arrangement has been made to the effect with E-Service (Europe) and an authorised returns number is quoted,

B. Acceptance by E-Service (Europe) of returned goods shall not be deemed to be evidence of any agreement to cancel an order or an admission of defect in such goods, E-Service (Europe) may make a handling charge in respect of any goods so returned, of up to 20% of the invoices value.

## 11. SPECIFICATION ALTERATIONS

E-Service (Europe) reserves the right to make any alteration in the specification or design of any goods, and to deliver goods conforming to the altered design or specification in fulfilment of any order provided there is no change in the basic function of the goods previously ordered or delivered.

If E-Service (Europe) decides to alter the specification or design of any goods, it shall be under no obligation to apply such alteration to any goods previously ordered or delivered.

## 12. CLAIMS FOR DAMAGE, LOSS OR NON DELIVERY

In cases of alleged shortage or damage the customer must endorse the carrier's receipt accordingly and must submit a written claim to E-Service (Europe) within 3 days of the receipt of the goods by the customer. Written notice of non-delivery must be given to E-Service (Europe) within 14 days after the despatch of the goods to the customer as notified in the advice note.

## 13. WARRANTY AND INDEMNITY

A. E-Service (Europe) warrants that all goods supplied by it shall:

- (i) conform in all material aspects with their description; and
- (ii) be free from material defects in design, material and workmanship.

B. E-Service (Europe) shall have the option to make good or replace without charge any goods which prove to the reasonable satisfaction of E-Service (Europe) to be of faulty manufacture within a period of 12 calendar months after delivery or that period stated on the E-Service (Europe) acknowledgement form if different. This warranty shall not apply:-

- (i) To damage caused by the customer's or any third party's act, default or misuse of the goods or by failure to follow any instructions supplied with the goods.
- (ii) Where the goods have been used in connection with equipment or materials of which the specification has not been approved in writing by E-Service (Europe).
- (iii) To goods which are ordered, modified or repaired in any place other than E-Service (Europe)'s workshop or by persons not expressly nominated or approved in writing by E-Service (Europe).

C. In countries where there are E-Service (Europe) approved agents, goods covered by this warranty should be sent for repair, carriage paid, to the local approved agent. In other countries goods should be sent carriage paid to E-Service (Europe).

The benefit to the guarantee following repair or replacement will run for a period equal to the residue of the unexpired guarantee applicable to the goods originally supplied. If E-Service (Europe) accepts the guarantee claim E-Service (Europe) shall, as soon as is practical, return the goods repaired or replacement goods to the customer carriage paid.

If the goods are not eligible for repair or replacement under guarantee, E-Service (Europe) shall notify the customer who shall arrange to collect the goods at their own expense as soon as possible.

Subject as provided in this condition no warranty, guarantee or condition express or implied (by common law, statute or otherwise) as to quality or fitness for any purpose shall apply to any sale of goods by E-Service (Europe).

D. Save for liability for death or personal injury arising from E-Service (Europe)'s negligence and to the extent allowed by law, E-Service (Europe)'s obligation to repair as aforesaid shall constitute the full extent of E-Service (Europe)'s liability in respect of any loss or damage sustained by the customer whether caused by any breach of the Agreement or by misrepresentation or by the negligence of E-Service (Europe), its employees or agents, arising from any other cause whatsoever. E-Service (Europe) shall not be liable for any consequential, economic or indirect loss suffered by the customer arising there from.

E. The customer shall indemnify E-Service (Europe) against all costs, charges, claims, expenses, losses, demands and liabilities suffered or incurred by E-Service (Europe) as a result of or in connection with:

- (i) Any claim made against E-Service (Europe) by a third party arising out of or in connection with the supply of goods and/or services to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Agreement by the Seller, its employees, agents or subcontractors;

- (ii) Any claim made against E-Service (Europe) by a third party for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the supply or use of the goods and/or services to the extent that the claim is attributable to the acts or omissions of the Seller, its employees, agents or subcontractors; and

- (iii) Any claim made against E-Service (Europe) by a third party for death, personal injury or damage arising out of or in connection with defects in the goods and/or services, to

the extent that the defects are attributable to the acts or omissions of the Seller, its employees, agents or subcontractors.

F. This clause 13 F shall survive termination of the Agreement.

#### 14. TERMINATION OF THE AGREEMENT

A. Without prejudice to any common law or statutory right which E-Service (Europe) may have, E-Service (Europe) reserves the right to terminate the Agreement by written notice to the customer (in relation to the whole or any part thereof remaining unfulfilled) forthwith if:-

- (i) the customer shall commit any act of bankruptcy or shall suffer any execution or distress to be levied on his goods or (being a Any payment shall be overdue or the customer does not comply with any of its obligation to E-Service (Europe) under this Agreement, or
- (ii) the customer enters into liquidation (which compulsory or voluntary save for the purpose and followed by reconstruction or amalgamation) or shall have a receiver appointed or takes or suffers any other actions in consequence of debt, or
- (iii) The customer fails to accept delivery of goods in accordance with the terms of the Agreement.

B. After the service of a notice of termination by E-Service (Europe) to the customer, all goods in possession of the customer which are the property of E-Service (Europe), shall forthwith be held to the order of E-Service (Europe) and as soon as possible be redelivered to E-Service (Europe) at the customer's risk and expense. After the service of the notice, the customer shall not submit any goods in its possession which are the property of E-Service (Europe) to any process of manufacture, nor shall incorporate them or mix them with any goods to change their nature in any way whatsoever nor shall sell goods which have been so manufactured to a third party nor shall it sell any goods delivered by E-Service (Europe) which are still the property of E-Service (Europe) to a third party. For the purpose of taking possession of goods which remain the property of E-Service (Europe) license to enter upon land, premises, vehicles and vessels of the customer during normal business hours to remove such goods from the customer's premises.

C. Termination of the agreement shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination.

#### 15. GENERAL

A. E-Service (Europe) may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any rights or obligations under the Agreement.

B. Customers shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Agreement without the prior written consent of E-Service (Europe).

C. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted below. For the avoidance of doubt, this includes know-how information, design or drawings supplied by E-Service (Europe) relating to the goods.

D. Each party may disclose the other party's confidential information:

- (i) to its employees, officers, representatives or advisers who need to know such information for the

purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with these terms and conditions.

- (ii) As may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

E. All trademarks, trade names, patent rights, copyright and other similar proprietary rights in respect of the goods shall remain the property of E-Service (Europe) and the customer shall acquire no interest whatsoever in any such rights.

F. No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

G. A waiver of any right or remedy is only effective if given in writing. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:

- (i) Waive that or any right or remedy; nor
- (ii) Prevent or restrict the further exercise of that or any other right or remedy.

H. If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Agreement.

I. No one other than a party to this Agreement and their permitted assignees shall have any right to enforce any of its terms.

J. The Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England. The courts of England shall have exclusive jurisdiction to settle an dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

K. Neither party shall be liable for any default or any delay in performing its obligations due to any cause whatsoever beyond the reasonable control of the parties which, without prejudice to the generality of the foregoing, shall include any act of God, war, fire and flood, strike, lock-out, labour dispute (except where such strike, lock-out or labour dispute is in relation to that party's own labour force).

If the period of delay or non-performance continues for 1 month, the party not affected by the force majeure event may terminate the Agreement by giving 7 days written notice to the affected party

**E-Service (Europe) Limited is a UK company registration number 05686273  
It has a trading division Playsafe Systems to which these Terms & Conditions also refer.**

**Registered address: Units 2-4 Travellers Close, Welham Green, AL9 7JL, UK  
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