

VOX SUPPLY PARTNERS LIMITED
TERMS AND CONDITIONS OF SALE

1. INTERPRETATION

- 1.1 The Buyer 'Vox' 'Conditions' 'The Contract' 'Designs' 'Goods' 'Services'
- Vox's customer for Goods and/or Services
Vox Supply Partners Limited
these terms and conditions of sale
the agreement to purchase Goods and/or Services incorporating these Conditions
all drawings, sketches, specifications creative ideas, prototypes, and other information supplied by Vox
products to be supplied by Vox
the design, manufacture, project management, consultancy, assembly, delivery and installation services provided by Vox

1.2 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. BASIS OF SALE

2.1 These Conditions shall govern the Contract between Vox and the Buyer unless otherwise agreed in writing by a director of Vox. Any variation shall only apply to the individual transaction concerned.

2.2 Subject to Clause 4.3, a binding Contract shall only exist once Vox has issued a written acceptance of the Buyer's order.

2.3 All descriptive information or specifications regarding Goods are intended for general guidance only and only the final Design or prototype approved by the Buyer and any amendments agreed in writing thereto will form part of the Contract.

3. SERVICES

Vox shall provide the applicable Services in a good and workmanlike manner. Vox may employ sub-contractors to perform part or all of the Services.

4. PRODUCT SPECIFICATION

4.1 The Buyer shall provide Vox with all necessary information to enable Vox to carry out the Contract and the Buyer shall be responsible for ensuring the accuracy of all information submitted to Vox.

4.2 Vox will provide the Buyer with Designs and the Buyer's approval will give Vox authority to manufacture Goods, or where specified to create a prototype.

4.3 Vox reserves the right to make reasonable charges for Designs, prototypes and Services supplied in the event that the Buyer does not place an order for goods.

4.4 Amendments to Designs or prototypes may require an additional charge or change in the delivery schedule.

4.5 The approved design or prototype is the Buyer's product specification and takes precedence over previous orders, particulars and acceptances. The Buyer is responsible for checking and approving such design or prototype.

4.6 Where a design includes elements such as logos or celebrity endorsements specified by the Buyer the Buyer warrants that it has authority to specify such items, that they are correct and do not infringe upon the rights or designs of third parties and shall indemnify Vox against any claims arising out of any breach of this warranty on a full indemnity basis.

5. ORDERS AND SPECIFICATIONS

5.1.1 Changes to specifications or costs made for safety or statutory requirements will be additional to the Contract price.

5.1.2 Additional costs resulting from any alterations made at the Buyer's request (after the Buyer has approved a design or prototype) to quantities, delivery dates or specifications shall be borne by the Buyer.

5.2 The Goods shall be deemed accepted as being in quantity, condition and quality in conformity with the Contract unless written notice is received by Vox within 5 working days of delivery.

6. CUSTOMER MOULDS AND TOOLING

6.1 Vox shall produce moulds using the approved designs at an agreed price.

6.2 All moulds, mould designs and tooling are the property of Vox unless otherwise agreed

6.3 Mould designs may not be duplicated by the Buyer or third parties.

6.4 The Buyer is responsible for reasonable mould and tooling maintenance and replacement charges.

6.5 Moulds and tooling are stored at the Buyers risk and the Buyer agrees that Vox may, after a reasonable period of non-use, charge for storage or dispose of them after notification to the Buyer

7. INTELLECTUAL PROPERTY

7.1 All intellectual property rights on any Designs, moulds and finished products including but not limited to patent, copyright and design rights belong to Vox.

7.2 In accordance with section 222 of the Copyright Designs and Patents Act 1988 the Buyer agrees to assign to Vox any design rights that he may have accrued by virtue of this Contract and in placing the order the Buyer does now assign the same to Vox.

7.3 The Buyer will keep all Designs confidential regardless of whether the Buyer places an order and neither the Buyer nor any third parties have the right to copy any Designs or to produce any products from any Designs except that the Buyer is hereby granted a licence to use or to resell the Goods supplied by Vox in the ordinary course of its business.

8. PRICE AND PAYMENT

8.1 Except where agreed to the contrary in writing by a director of Vox all prices quoted are exclusive of storage, carriage, insurance, installation, assembly, packing and VAT which will be charged as extra.

8.2 Prices are subject to revision at any time prior to delivery in the event of any increase in costs beyond Vox's control (including, without limitation, the costs of materials or labour).

8.3 The Buyer agrees to settle invoices within 30 days of the invoice date, without any set-off or other deduction and even if property in the Goods has not passed under Condition 9.

8.4 If the Buyer fails to make payment on time Vox reserves the right to claim interest and compensation in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

9. RISK AND PROPERTY

9.1 Risk shall pass to the Buyer:

- (a) if Vox has agreed to deliver Goods to a specified delivery address at the time when the Goods are off loaded from Vox's carrier at the specified delivery address (the Buyer being responsible for unloading); and
- (b) in the case of Goods to be delivered at Vox's premises at the time when Vox notifies the Buyer that the Goods are available for collection;
- (c) if the Buyer wrongfully fails to take delivery of the Goods, the time when Vox has tendered delivery.

9.2.1 Notwithstanding the above title shall not pass until full payment has been received by Vox for all Goods and/or Services supplied to the Buyer under this or any other contract between the parties at any time.

9.2.2 Until the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as Vox's fiduciary agent and bailee, and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as Vox's property.

9.2.3 Until the property in the Goods passes to the Buyer Vox shall be entitled at any time to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods

10. FREE ISSUE STOCK

Vox will take reasonable care with any free issue stock provided to Vox by the Buyer for packing with or incorporating into the Goods and prototypes but Vox cannot be responsible for short supplies, losses or damage to these items beyond its reasonable control.

11. DELIVERY

11.1 Where Vox agrees to deliver the Goods to a specified delivery address the Buyer shall ensure that the recipient takes delivery of the Goods upon reasonable notice by Vox and at a reasonable time to be agreed between the parties.

11.2 When Goods are delivered in instalments they may be delivered in any order and each delivery is a separate contract and failure to deliver an instalment does not give the Buyer any right to reject the Goods, claim set off or repudiate the contract.

11.4 If the Buyer fails to take delivery within 60 days of it first being tendered, fails to give adequate delivery instructions within 60 days of request or does not collect the goods within 60 days of being notified that they are ready for collection, the Goods may be resold or scrapped and the Buyer will be responsible for the full contract price plus the cost of storage, any redelivery costs and disposal expenses.

11.5 Any dates or times quoted for production or delivery shall not be of the essence of the Contract unless otherwise agreed in writing by Vox. Even if so agreed it shall be increased by the period of any delay caused by the Buyer.

12. SHORTAGES AND DAMAGE TO GOODS IN TRANSIT

12.1 Where Vox undertakes carriage the Buyer shall advise Vox on the delivery note and/or in writing within 48 hours of delivery or such shorter period as may be required by the carrier's standard terms, of any damage, shortage or non-delivery of the whole or any part of the Goods.

12.2 In the case of any defect which would not have been apparent to the Buyer on reasonable inspection of the Goods on delivery the Buyer shall notify Vox of the defects in writing within 14 days of the date when the defect becomes apparent and no later than 6 months from delivery.

12.3 Vox's liability in respect of Goods lost or damaged in transit shall be limited to repairing or replacing such Goods.

13. GUARANTEE

13.1 Goods shall in all material respects conform to the approved design or prototype, shall meet Vox quality standards and shall be generally of satisfactory quality but no warranty is given in respect of the performance of Goods for any particular purpose.

13.2 Vox may at its option satisfy this guarantee by refunding the price or may repair or replace any Goods or parts thereof in respect of any defects arising from faulty materials or workmanship which are notified to Vox in writing, provided that all Goods have been paid for by the due date, and provided that:

- (a) the defects appear within 2 months of delivery;
- (b) the defects are not due to wear and tear, failure to follow Vox's instructions, misuse or alteration or repair of the Goods without Vox's approval; and
- (c) the defective Goods are promptly returned carriage paid

13.3 All other warranties, conditions or terms relating to fitness for purpose, merchantability or condition of the Goods and whether implied by statute or common law are otherwise excluded to the fullest extent permitted by law.

14. LIABILITY

14.1 Vox will take reasonable care in the manufacture of the Goods and/or provision of the Services, but (save as provided in Condition 14 above and in relation to claims for death and personal injury) will not be liable for any loss or damage suffered by the Buyer however arising including without limitation extra costs or penalties suffered by the Buyer, loss of orders, business, profit, revenue or goodwill, increased costs of working or any other loss or damage however arising whether direct or indirect, special, incidental or consequential and whether or not they were foreseen or foreseeable by Vox.

14.2 In any event Vox's liability is limited to rectifying defects, faults and failures or at its option refunding the purchase price.

15. INSTALLATION, ASSEMBLY AND USE

Unless otherwise agreed in writing the Buyer is responsible for the safe installation, assembly and use of the Goods and indemnifies Vox against any claims and related expenses, which may be made against Vox arising from the failure of Goods due to their defective installation or assembly or misapplication.

16. FORCE MAJEURE

Notwithstanding any other provision of these Conditions Vox shall not be liable to the Buyer by reason of any delay in performing or failure to perform any of Vox's obligations if the delay or failure was caused by act of God, war, riot, fire, strike, lockout, Government control or regulation, inclement weather, accident, breakdown, shortage of materials or shortage of materials or any other circumstance beyond the control of Vox.

17. SUSPENSION AND CANCELLATION

17.1 If Vox reasonably believes that payment will not be made, if the Buyer delays the Contract for more than 90 days or if the Buyer seeks to make substantial variations to the Contract, Vox shall be entitled, without prejudice to any other of its rights, to cancel or suspend any provision of Goods and/or Services under any contract with the Buyer or to terminate the Contract without any liability to the Buyer.

17.2 In the event of any such suspension or cancellation the Buyer shall remain liable for the full Contract price.

18. GENERAL

18.1 These Conditions, together with any terms on the order form, Particulars or written acceptance, the approved design or approved prototype, constitute the entire agreement between the parties.

18.2 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

18.3 The Buyer shall not assign the Contract without the written consent of Vox.

18.4 Waiver or delay by Vox to enforce any provision of the Contract shall not be construed as a waiver of any of Vox's rights hereunder.

18.5 Invalidity, illegality or unenforceability of any part of these Conditions shall not affect the validity, legality or enforceability of the remainder.

18.6 English law shall apply to the Contract, and the parties agree to submit to the non-exclusive jurisdiction of the English Courts.

18.7 The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Contract.