

CONDITIONS OF SALE

1. INTERPRETATION

- 1.1 Buyer means the person or body corporate placing any order with the Company
- 1.2 Company means Stagecraft Display Limited
- 1.3 Conditions means these Conditions of Sale
- 1.4 Contract means all goods, material and/or services which are the subject of Buyer's order or which are to be supplied to Buyer by the Company under these conditions

2. CONTRACT

- 2.1 No contract shall be made until the Company has sent Buyer a written confirmation of Buyers order, signed by the Company's authorised representative
- 2.2 Any conditions of purchase offered by Buyer shall be invalid and ineffective and shall be deemed to have been rejected by the Company unless specifically accepted by an authorised representative of the Company.
- 2.3 No amendment to, or variation of, the Contract or any part thereof by the Buyer shall be valid as against the Company unless it is in writing and signed by an authorised representative of the Company.
- 2.4 The Company reserves the right at any time to correct clerical errors in prices and/or specifications quoted and Buyer shall not be entitled to terminate the Contract or claim damages or costs by reason of any such correction.
- 2.5 Orders placed by Buyer must be in writing and must be accompanied by sufficient information to enable the Company to assess the order and (if accepted) to proceed with the order. The Company may make reasonable amendments in the quoted time for delivery of goods by reason of any failure or delay of Buyer providing such information.

3. PRICE

- 3.1 The price of the goods shall be specified in the quotation or in the Company's written acceptance of Buyer's order and, if applicable, shall state the rate of exchange upon which it is based.
- 3.2 All prices are exclusive of V.A.T. at the prevailing rate or other Government charges.
- 3.3 Unless otherwise specified, the price shall include the cost of the packing and/or protection required under normal transport conditions. Any special packing, testing or transport requirements will be subject to an extracharge.
- 3.4 The Contract price may be varied by the Company (by written notice to Buyer) where:
 - 3.4.1 Work on the Goods or delivery of the Goods is suspended, cancelled or varied on account of Buyer's delay in making payments under the terms of the Contract, or
 - 3.4.2 Between the date of the quoted and the delivery of the Goods or provision of the services there are increases or decreases in the cost to the Company in performing the Contract by reason of any rise or fall in the cost of labour, components, materials or transport, or by reason of any additional expense imposed on the Company by any law or Government authority, or
 - 3.4.3 The exchange rate at the time of delivery of the Goods differs from the rate of which the price was based.
- 3.5 Any variations under Clause 3.4.2 shall be limited to the amount of the additional costs incurred by the Company and any variations under Clause 3.4.3 to a proportionate increase or decrease in the price.
- 3.6 Without prejudice to any other remedies of the Company, Buyer will be liable to pay to the Company a charge for storage, any necessary refurbishing after storage and insurance if the Company does not receive from the Buyer forwarding instructions within 20 days after it has been notified that the Goods are ready for delivery. In such circumstances, Buyer will be liable to pay for the Goods as if they had been delivered.

4. DELIVERY

- 4.1 The period for delivery is subject to and shall be calculated from the latter of:
 - 4.1.1 The date of the Contract
 - 4.1.2 The date of receipt by the Company of any necessary information and/or drawings required to proceed with the Contract
 - 4.1.3 In the case of export Contracts, the date of completing all requirements or relevant Government's including obtaining any necessary documents and licenses and
 - 4.1.4 The date on which Buyer makes any required advance payment
- 4.2 The Company will use reasonable endeavours to deliver within the period stated for delivery but shall in no event be liable to Buyer for any loss or damage, whether direct, consequential or otherwise, if it is delayed or prevented from delivering the Goods in whole or in part.
- 4.3 Without limitation to Clause 5.2 the Company shall in no event be liable to any delay in or non-performance of its obligations due to any act of God, natural disasters, fire, flood, explosion, earthquake, accident, prohibition or limitation of exports or imports, acts of government, war, insurrection, riot, strike or labour disturbances (whether at the Company's works or elsewhere, shortages of material, any act or omission of Buyer or any other cause or event whatsoever beyond the reasonable control of the Company, whether or not feasible. In any such event, the Company may at its option either suspend performance or cancel the contract or so much of it as remain unperformed without liability for any loss and without prejudice to the company's rights to receive payment of the price of all goods previously delivered or work already done.
- 4.4 Unless otherwise specified in the terms of the quote, delivery shall take place at the Buyer's premises or other premises indicated by the buyer and shall be arranged by the company. The costs of such delivery and insurance shall be included in the contract price when delivery is within the United Kingdom. Buyer will be responsible for providing clear access both to and on the site and at its own expense provide all necessary labour and equipment to off-load the Goods on arrival at the delivery address at its own risk. When the goods are for export, the contract price included delivery F.O.B. British Port, unless otherwise specified.
- 4.5 No claim for short delivery of, or damage to, the Goods may be made unless the Company has received written notification of the short delivery or damage within 3 working days of the receipt of the goods by buyer, claims for non-delivery must be made within 28 days of the notified date of despatch of the goods.
- 4.6 Where the Company is responsible for transporting the goods to the Buyers premises or any other delivery point indicated in the Contract, the risk of loss, deterioration and damage shall pass to Buyer of delivery at the said premises or other delivery point. From the time risk passes Buyer shall keep the goods fully insured against all risks, until final payment is made.
- 4.7 The Quote includes only such goods, accessories, work and services as specified therein. The Company reserves the right to exchange specified components and/or methods with others of equal or improved performance.
- 4.8 The weights, dimensions, capacities, performance, ratings and other data included in specifications, drawing, plans, illustrations and other descriptive literature submitted with, or in relation to the Quote/Order and descriptions and illustrations contained in catalogues, price lists and other advertising matter are approximate and intended merely to present a general idea of the goods described thereon and none of these shall form part of the Contract. After acceptance of Buyer's order by the Company, a dimensioned outlined drawing will be supplied if desired. These will be subject to an extra charge, All drawings, designs or technical documents shall remain the property of the company and are to be treated as confidential documents and may not, without the company's previous written consent, copy or reproduce or enable to be copied or reproduced any Goods or any parts thereof.

5. INTERPRETATION

- 5.1 Except otherwise provided below, the goods shall remain the property of the Company until the contract price together with any interest thereon and all other sums due from Buyer hereunder have been paid in full.
- 5.2 While the goods remain the property of the company, if Buyer shall, or if the Company has reasonable cause to believe that Buyer is likely to:
 - 5.2.1 Fail to make any payment when due;
 - 5.2.2 Enter into an agreement or composition with its creditors;
 - 5.2.3 Have a receiver or administrator appointed over the whole or part of its undertaking or assets;
 - 5.2.4 (Being an individual) become subject to the bankruptcy laws; or
 - 5.2.5 (Being a company) enter into voluntary or compulsory liquidation
- 5.3 Then the Company shall have the following rights (which shall be cumulative and shall not prevent the Company from also claiming damages and pursuing any other rights and remedies available to it):
 - 5.3.1 To repossess the Goods or any of them or any items in which the Goods have been used as a component without prior notice and to enter upon any premises for the purpose of such repossession;
 - 5.3.2 To give written notice to Buyer that Buyer shall not resell or part with the Goods until full payment has been received by the company;
 - 5.3.3 To pass title to the goods or any of them to Buyer and
 - 5.3.4 To cancel any undelivered goods or incomplete portion of the contract any stop any goods in transit.
- 5.4 Any goods repossessed by the company hereunder may be resold by the company on such terms as it may determine and buyer shall remain liable to the company for the difference between the net proceeds of such resale and all outstanding sums due to the company hereunder and for all costs and expenses incurred by the company in repossessing, storing and reselling such goods.
- 5.5 Nothing in the Clause 5 shall give the Buyer any right to return Goods sold hereunder. The company may sue Buyer for the price when due (without prejudice to its other rights hereunder) not withstanding that the property in the goods may not have passed to Buyer.

6. WARRANTIES

- 6.1 Unless otherwise notified in writing to Buyer, the Company warrants to Buyer that the Goods will be free from defects in material and workmanship for a period of 12 months from the date when the company notifies Buyer that the Goods are ready for despatch. This warranty shall not apply unless the Buyer notifies the Company forthwith in writing of any alleged defects and returns the Goods at its own cost and risk to the location specified by the company, or if the company so specifies, holds the goods for inspection by the company. If the alleged defect exists and has developed under proper use and arises solely from faulty materials or workmanship the company may, at its option, either repair or replace the defective part or parts in order to remedy the defect or refund the contract price of the defective part or parts.
- 6.2 The warranty set out in Clause 6.1 shall not apply to:
 - 6.2.1 Any goods which have been repaired or altered otherwise than by the Company or mixed with any other goods or used to create composite products;
 - 6.2.2 Any goods which have been subject to any accident or to damage or which have been improperly stored, maintained or used (otherwise than through the wilful negligence of the company's servants or agents) or;
 - 6.2.3 Any defect in any goods arising out of a design stipulated by Buyer.
- 6.3 The Company will indemnify buyer against liability for damage to person or property, arising during the performance of any services by the Company relating to the Contract, which results from the wilful negligence of the Company's servants, agents or contractors provided that the Company's liability under this Clause 6.3 shall not exceed the contract price.
- 6.4 Except as provided in these conditions, there are not warranties, express or implied, of merchantability or of fitness for a particular purpose or of any other kind. All conditions and warranties which might otherwise be implied by statute or under common law are hereby excluded, to the extent permitted by law.
- 6.5 Save as is expressly set out in these Conditions, the company shall not be liable for any loss or damage in relation to the contract, however caused. Without prejudice to the generality of the foregoing, in no circumstances shall the company's liability to Buyer exceed the contract price of the Goods with respect to which the claim is made and the company shall under no circumstances be liable for any direct, indirect, special or consequential loss (including loss of profit) arising from a breach of any of the warranties contained in these conditions or from any other cause whatsoever.
- 6.6 Nothing in these Conditions shall have the effect of excluding any terms or conditions implied by or limiting any liability under Part 1 of the Consumer Protection Act 1987 to a person who has suffered damage caused by a defective product or to a dependent or relative of such a person or under Section 12 of the Sale of Goods Act 1979. Further, nothing in these Conditions have the effect, in respect of sales which are not international sales contracts, or excluding liability for death or personal injury resulting from the proven negligence of the Company.
- 6.7 Buyer shall indemnify the Company against all claims, actions, costs, loss, damages or expenses or other matters suffered by the company arising out of or in connection with the Goods or use of them except to the extent of the Company's responsibility expressly set out in Clauses 3.1 and 6.3 above.
- 6.8 The Company will accept no liability for failure to attain any performance figures it quotes unless they have been specifically guaranteed in writing by the Company.

7. SUSPENSION AND CANCELLATION

- 7.1 Without prejudice to the other provisions of these Conditions, the company may suspend or cancel work on the Goods or delivery of the Goods if:
 - 7.2 Buyer is late in making any payment due the Contract; or
 - 7.3 Buyer fails to comply with Clause 2.5

8. GENERAL

- 8.1 Buyer warrants that any design or instruction furnished or given by him shall not cause the Company to infringe any letters, patent, copyright, registered design or trademark in the execution of the order and Buyer will indemnify the company against all damages, penalties, costs and expenses to which the company may become liable as a result of any such infringement.
- 8.2 All plans, documents, drawings and specifications published and supplied by the company are copyright and may not be reproduced or disclosed to third parties other than the ultimate user without the company's consent in writing.
- 8.3 Headings to the Clauses in these conditions are for convenience only and shall not affect the construction thereon.
- 8.4 If any provision in these conditions re for convenience only and shall be found to be invalid or unenforceable the invalidity of such provision (or part thereof) shall not affect any other provision (or the other part of the provision).
- 8.5 The company's failure to insist on strict performance of any of buyers' obligations thereunder shall not be construed as a waiver and shall not affect the Company's right to require strict performance of all of Buyer's obligations.
- 8.6 All contracts incorporating these conditions shall be governed by and construed in accordance with the laws of England and Buyer agrees to submit to the non-exclusive jurisdiction of the English courts.

9. PAYMENT TERMS

- 9.1 Deposits and stage payments are payable as agreed
- 9.2 Unless otherwise agreed in writing, payment shall be received by the company in cleared funds in the currency invoice in accordance with the company's contract.
- 9.3 Without prejudice to the Company's other rights and remedies, Buyer shall be liable to pay the company interest at the rate of 2% per annum above the current bank base rate (to be calculated in a daily basis) on all late payments until received by the company in cleared funds.
- 9.4 Buyer shall not be entitled to withhold payment of any amount due under the Contract in respect to any dispute of claim for damage to the goods or in respect of any other alleged breach of the Contract by the Company nor shall Buyer be entitled to set off any monies due to him from the Company against any amount due or payable by the Buyer to the company without the prior written consent of the company.
- 9.5 Should buyer make default in any payment, suffer the filing of a bankruptcy petition, execute an assignment for the benefit of its creditors, enter into voluntary or compulsory liquidation (except for the purpose of amalgamation or reconstruction) or suffer a receiver or administrator to be appointed over all or any part of its assets, the company may at its option cancel an undelivered or uncompleted portion of the Contract and stop any Goods in transit without incurring liability in respect of such cancellation or stoppage, without prejudice to the Company's other rights or remedies including its right to claim against buyer in respect of any loss or damage sustained by reason of the non-completion of the contract.
- 9.6 Without prejudice to the foregoing shipments, deliveries and the performance of the contract, to require from buyer satisfactory securing for the due performance of buyer's obligations. Refusal to furnish such security will entitle the company to terminate any credit given to buyer and to defer and further shipments, deliveries and performance until such security is finished or to cancel the contract or so much of it as remains unperformed without prejudice to any rights which the company may have against buyer in respect of breach of contract or otherwise.

10. INSTALLATION

- 10.1 Stagecraft will only commence installation once confirmation is received that the site is clear and ready for installation to take place. This must be approved by either a site visit carried out by a representative from Stagecraft or written confirmation from a director of the purchaser.
- 10.2 Stagecraft hold the right to delay product installation at the vendor's cost if the site is deemed not ready or unsafe for installation to take place.
- 10.3 Any project start date delays advised by the customer will need to be notified with a minimum notice period of 2 weeks
- 10.4 Unloading of all equipment is the responsibility of the customer at site unless arranged prior to delivery
- 10.5 The customer should ensure all product has arrived safely and in good condition prior to signing the delivery note
- 10.6 Installation time scales and costs are stipulated according to the project's requirements. Stagecraft installation cost are based on a 10 hour working day on site, if there are restriction of working hours, Stagecraft will submit a new quotation base on available hours on site.
- 10.7 If completion of agreed production & site works cannot be finished in the installation time line due to circumstances outside of Stagecraft's control then Stagecraft will not be liable for any charges, penalties or costs incurred by this delay.
- 10.8 Products will be laid out per the final plan agreed, sign off and confirmation via a Project candidate will be required
- 10.9 Any damage incurred from onsite trades will not be the responsibility for Stagecraft to repair/rectify
- 10.10 Any damage incurred after sign off by other parties will not be the responsibility for Stagecraft to repair/rectify
- 10.11 Any extra site work/product manufacture amendments required by the customer which has not been agreed in the final confirmation order will be chargeable under quote/confirmation conditions before any further work is completed.