

STANDARD TERMS AND CONDITIONS FOR
USE OF MEDIAPRODUCTSDIRECT WEBSITE

By accessing additional pages of this website ("the Site"), you agree to be bound by these terms and conditions of use. We recommend that you periodically check these terms and conditions of use because we reserve the right to change them at any time and the terms and conditions which are on the Site at the time you are using it will be those that apply during such use.

1 GENERAL

- 1.1 The information contained in this site may contain technical inaccuracies or typographical errors. All information made available from the Site is provided "as is" for information purposes only and without warranty of any kind, either express or implied, including but not limited to, any warranties as to non-infringement, satisfactory quality or fitness for a particular purpose. Any products ordered from the Site will be sold subject to Deltron Emcon Limited's terms and conditions of sale ("the Conditions") which are displayed on the Site. By purchasing anything from the Site you agree to be bound by the Conditions.
- 1.2 Deltron Emcon Limited (a company registered with number 01501059), whose registered office is at Cheveley House, Fordham Road, Newmarket, Suffolk, CB8 7XN ("Deltron") and any other persons involved in the management of the Site may make changes in the goods and prices described in the Site and to the content of the Site at any time without notice.
- 1.3 Deltron does not guarantee that the Site will always be available or that it will provide an error free service. The Site may be suspended for operational reasons such as repair, maintenance, improvements or otherwise and Deltron may discontinue the availability of any content, goods or services as it sees fit.
- 1.4 Deltron makes no representations as to the security, quality or propriety of any website which may be accessed through the Site. Connected websites accessed through the Site are independent websites over which Deltron does not exercise any control, whether financial, editorial or of any other kind and are not in any way endorsed by Deltron. Any complaints about such sites should be directed to the operator or site administrator of such site.
- 1.5 Although Deltron shall take reasonable steps to prevent the introduction of viruses, we do not warrant that any information or other content accessible via the Site is free of viruses, trojan horses or other harmful matter, nor that the Site will be error free.

2 **DOWNLOADING AND PRINTING MATERIAL FROM THE SITE**

- 2.1 All design, text, graphics and content displayed on the Site and the selection or arrangement thereof are the copyright of Deltron or its licensors and all rights are reserved therein. You are granted permission to electronically copy and print in hard copy portions of the Site only for the purposes of placing an order with Deltron, using the Site as a supplier information resource or obtaining details about the status of your account. Any other use of materials on the Site (including but not limited to reproduction for purposes other than those noted above and modification, distribution or re-publication) without the prior written permission of Deltron is strictly prohibited.
- 2.2 You are responsible for ensuring that all portions of the Site which you electronically copy or print in accordance with the provisions of these terms and conditions of use which permit such copying and/or printing are free from viruses, worms, trojan horses or other items of a destructive nature.

3 **INTELLECTUAL PROPERTY**

- 3.1 Deltron Emcon Limited is the owner of the Media trade mark and get-up.

4 **PRIVACY OF DATA SUPPLIED BY YOU**

- 4.1 Deltron is committed to ensuring that your privacy is protected. If you place an order with Deltron via the Site, Deltron may need to obtain some personal information about you, which is stored on Deltron's computer. Deltron needs to know your name, delivery address, e-mail address, telephone number, credit card number and account number (if any). This information allows Deltron to fulfil your order and to notify you of the status of your order.
- 4.2 If you provide Deltron with personal information then the personal information which you provide, together with information on goods that you have ordered from Deltron in the past may be used by Deltron and other companies in the Deltron group of companies, for the purpose of notifying you about any special offers or features which may be of interest to you and for related marketing purposes. If you would rather not receive this material, you will be given an opportunity to notify Deltron accordingly before submitting your personal information. Otherwise, by submitting your information you consent to its use in this way.

5 **HOW DELTRON PROTECTS INFORMATION WHICH IT HOLDS ABOUT YOU**

The Internet is not a secure medium. However, Deltron will use its reasonable endeavours to keep the personal information (if any) it receives about you confidential. Deltron uses your personal information (if any) only as set out in these terms and conditions of use and will not sell or pass your personal information (if any) on to any third parties for marketing purposes without first obtaining your consent.

6 **CONSENT TO USE OF YOUR INFORMATION**

6.1 By submitting your information, you consent to the use of that information as set out in these terms and conditions of use. If Deltron changes its terms and conditions of use, Deltron will post the changes on this page so that you may be aware of them and you will be given a chance to ask Deltron not to use your information for the changed purposes.

6.2 Because the Internet infrastructure is global, and it is not possible to predict the routes that information sent over the Internet will take, the information you provide may be transferred temporarily via a route which takes it outside the European Economic Area as it passes between you and Deltron. By submitting your information you consent to this transfer.

7 **LOSSES RESULTING FROM UNAUTHORISED ACCESS TO YOUR DATA**

You accept the risk that data transmitted electronically via the Site or otherwise may be intercepted before reaching its intended destination or accessed by unauthorised third parties and may be exploited unlawfully by such third parties. Deltron does not assume responsibility for guarding against the acts of such third parties and shall not be liable for any direct, indirect, consequential, special or other damage resulting from third parties' interception of or access to data of whatever nature including without limitation personal data, account details and credit and payment card information transmitted by you electronically or otherwise.

8 **ORDERING GOODS VIA THE SITE**

8.1 All orders for goods are subject to availability. In addition Deltron reserves the right to refuse to supply any individual, group of individuals or company for any reason whatever. There is no binding contract for the purchase of goods ordered via the Site until Deltron accepts your order to buy its goods by notifying you that it intends to meet your order or (if earlier) delivers your order to you. In the event that Deltron

decides not to meet your order, Deltron will refund any money you have paid within a reasonable time.

- 8.2 All contracts for the sale of goods which result from Deltron accepting an order made via the Site are made subject to the Conditions.

9 **CUSTOMER'S RESPONSIBILITIES**

- 9.1 You are responsible for ensuring that you have the necessary connections in order to use the Site. Telephone charges and other fees associated with such connection, access and use are your sole responsibility.
- 9.2 Opinions, advice, criticisms, reviews, judgements, statements or other content which are expressed to be made by someone other than Deltron, are those of the respective authors and not of Deltron. Deltron does not endorse, nor is it responsible for the accuracy or reliability of any opinion, advice, statement, judgement, review or other content made on the Site by anyone other than an authorised employee of Deltron.

10 **DELTRON'S LIABILITY**

- 10.1 The use of the Site is at your own risk. Deltron shall not be liable to any person for any loss or damage whatsoever which may arise from the use, inability to use or performance of the Site or for any of the information contained on the Site.
- 10.2 Without prejudice to the generality of Clause 10.1, Deltron shall not be liable for any loss or damage or for any costs, claims or demands of any nature whether arising in tort (including negligence), contract or otherwise:
- 10.2.1 brought against you by any third party arising directly or indirectly in connection with the use, inability to use, or performance of, the Site; or
- 10.2.2 resulting from the transmission from Deltron to your computer systems of viruses, worms, trojan horses or other destructive items, howsoever caused;
- and all other conditions, warranties and terms, whether express or implied by law or otherwise to the contrary are hereby excluded to the maximum extent permitted by applicable law.
- 10.3 Notwithstanding the remainder of this Clause 10, in no event, to the maximum extent permitted by law, shall Deltron be liable to you (neither in contract, tort, (including negligence) or otherwise) for any loss of profit, goodwill, reputation or opportunity or for any consequential, indirect, incidental or special loss or damage even if you have advised Deltron of the possibility of such loss arising.

11 **CUSTOMER'S LAIBILITY**

You will indemnify Deltron against any damages and losses which Deltron may suffer as a result of your breach of these terms and conditions of use.

12 **GOVERNING LAW**

The construction, validity and performance of these terms and conditions of use shall be governed in all respects by English law and the English courts shall have non-exclusive jurisdiction in respect of any dispute between you and Deltron concerning your use of the Site.

CONDITIONS OF SALE

1. PRICES

All prices quoted are subject to alteration at any time without notice. In accordance with usual practice and whilst every endeavour has been made to ensure the accuracy of price quoted, no responsibility is accepted for any error or omissions. Prices charged will always be those ruling at the date of despatch.

2. VAT

Prices are not inclusive of VAT. All prices are subject to the current rate of VAT ruling at the date of despatch.

3. QUOTATIONS AND ACCEPTANCE

- a. Quotations are valid for 30 (thirty) days unless withdrawn and represent no obligation upon the Company until the Company accepts the Purchaser's order and furthermore the Company reserves the right without notice to alter the price of goods due to circumstances beyond the Company's control and to correct errors and omissions.
- b. The Purchaser's order must be identified with an order number and must refer to any quotation issued by the Company and must contain sufficient information to enable the Company to proceed.
- c. In the event of inconsistency between these conditions and the Purchaser's conditions, these conditions and any specific terms imposed by the company shall prevail. No variation of these conditions or any other specific condition imposed by the Company shall be binding upon the Company or the Purchasers unless and until the variation has been accepted in writing by a duly authorised person on behalf of the Company. This condition applies equally whether or not a variation is made before or after the conclusion of a contract of sale of supply between the Company and the Purchaser.
- d. These conditions shall also apply to any future oral or written contract for the supply of Goods and/or Services by the Company to the Purchaser save to the extent that such conditions are in any such future contract specifically varied or excluded or are consistent with what is expressly agreed in any such future contract.

4. ORDERS

The Company reserves the right to cancel any uncompleted order or suspend delivery in the event of any of the Purchaser's commitments with the Company not being met. If an order is cancelled by the Company in the aforementioned circumstances, or is cancelled by the Purchaser, then the Purchaser shall indemnify the Company against all loss, costs (including the cost of all labour, materials and overheads incurred), damages, charges and expenses arising out of the order and the cancellation thereof, the Company however giving credit for the value of any such materials sold or utilised for other purposes.

5. DELIVERY

The company ships all goods as soon as possible. Where goods are not available ex-stock the delivery dates quoted to be treated as estimates only. Whilst every endeavour will be made to meet these estimated dates the Company shall not be liable in any manner for failure to deliver by the date quoted.

6. PAYMENT

- a. Liability for payment shall arise on delivery of the Goods to the Purchaser or such person as the Purchaser may direct and payment therefore shall be made not later than thirty days from the date of the invoice unless otherwise specifically agreed in writing between the Company and the Purchaser. Any discounts specified by the Purchaser shall apply only where payment is so received.
- b. Payment for the Services shall be made not later than 30 days after the date upon which the Services in question are supplied.
- c. The Purchaser should not be entitled to withhold payment of any sum or sums after the same become due by reason of any right of set off or counterclaim which the Purchaser may have or alleged to have or for any other reason whatsoever.
- d. The Company shall be entitled to charge interest at a rate of two per cent per month in respect of any sum still outstanding after the date on which it becomes due for payment.
- e. The Company reserves the right to withdraw credit terms contained in paragraphs (a) and (b) of this clause and to substitute cash with order or cash on delivery terms if it considers it appropriate to do so.
- f. The Company reserves the right to suspend deliveries and/or to cancel any outstanding order or part order where payment for any part thereof is not received in accordance with this clause.

- g. No cash or other discount will be allowed unless specifically agreed in writing between the Company and the Purchaser.
- h. Prices quoted do not include value added tax.
- i. It is a pre-condition of any claim against the Company that the Purchaser shall have complied in full with the terms of payment and other obligations under these conditions.

7. CHARGES

A charge for delivery and packing is made on all orders.

8. TITLE AND RISK

- a. Risk in Goods supplied shall pass to the Purchaser upon delivery of the Goods to him or to any carrier or agent acting on his behalf in accordance with Condition 6 above or as otherwise specified in the Company's acknowledgement of the Purchaser's order.
- b. Where goods are despatched by the Company by post, risk shall pass to the Purchaser immediately following posting by the Company.
- c. The property in the Goods shall pass when payment shall have been made for the Goods. In the event that payment for the Goods is not made in strict conformity with the terms of payment contained in these Conditions or in such other terms of payment as shall have been specifically agreed in writing between the parties, the Company shall be entitled to repossess the Goods if he has parted with possession and shall have an irrevocable free licence to enter onto property belonging to the Purchaser or its agents for the purpose of recovering possession of the Goods.
- d. The Company reserves in accordance with Section 19 of the Sale of Goods Act 1979 the right of disposal and retains all right and title to any goods delivered to the Purchaser under any agreement for sales until either:
 - i. the time of receipt by the Company of (a) all sums payable in respect thereof (whether such sums are due on delivery or are the subject of any credit agreed or granted for any period thereafter) and (b) any other sums due from the Purchaser at the date of delivery on any other account, or
 - ii. if the Purchaser incorporates the Goods in other goods in the ordinary course of manufacture until the time of such incorporation whichever of these two times is the earlier. Until such payment or any such incorporation the Purchaser shall hold and store the goods as bailee for and on behalf of the

Company and in such a place and way that the Goods are readily identifiable as the Company's property and shall deliver them up to the Company forthwith upon the Company's request made at any time after delivery. Any such request by the Company shall have the effect of bringing to an end the agreement of the sale of the goods to the Purchaser (without prejudice to the Seller's rights to claim damages from the Purchaser for any breach of the agreement for sale prior to such request).

- e. Prior to payment as aforesaid and prior to any such request as aforesaid:
 - i. the Purchaser shall be entitled to incorporate the goods in other goods in the ordinary course of manufacture but shall not otherwise have any right to use the goods, and
 - ii. the Purchaser shall not have any rights to dispose of the goods in circumstances where they have not been incorporated in other goods pursuant to (i) except as agent for and on behalf of the Company and any such disposal of the goods for and on behalf of the Company shall bring the agreement for sale to the Purchaser to an end and the Purchaser shall receive and keep separate and hold all rights to the whole proceeds thereof as agents on behalf of and for the sale account of the Company.
- f. Where the proceeds of sale or disposal are mingled in the accounts of the Purchaser, the Company shall have the right to trace them and relate such proceeds to its claims.

9. IMPORTED GOODS

The Company reserves the right to change prices due to current fluctuations by introducing a surcharge on imported goods. This surcharge will be calculated depending on the current rate of exchange against the pound sterling.

10. LOSS OR DAMAGE IN TRANSIT

Subject to Clause 8 (b) above, if goods are not received by the Purchaser within seven days of date of invoice the carrier and the Company should be informed at once, otherwise the Company will not accept any responsibility for loss in transit. The Company will allow credit for any goods proved to its satisfaction to have been damaged in transit provided that within seven days after delivery both Company and the Carrier have been notified in writing of the occurrence of the damage and also its nature and extent.

11. FINANCIAL CONDITION

If, in the Company's judgement the Purchaser's financial condition does not justify the terms of payment specified the Company may cancel any fulfilled orders unless the Purchaser shall, upon written notice, immediately pay for any goods delivered or shall pay in advance for any goods ordered but not delivered or both at the Company's option.

12. RETURNED GOODS

No returns for replacement under guarantee are permitted without the Company's previous consent in writing. A handling charge equivalent to 20% of the invoiced value of the goods excluding VAT will be levied on goods returned as "Not Wanted" or "Incorrectly Ordered". Returns of goods under guarantee must be accompanied by a Field Failure Report or a letter stating fully the reasons why the goods are believed by the Purchaser to be defective. Credit will not be issued for returned goods unless this is fully complied with.

13. GUARANTEE

Unless otherwise stated the Company guarantees to repair or replace free of charge any goods found to its satisfaction within 12 months after the date of delivery to be defective owing to faulty materials or workmanship, provided that in the case of goods not of its manufacture liability is in no circumstances to extend beyond any corresponding liability to it or its supplier. The Company does not accept liability arising directly or indirectly out of the supply or use of any of the goods.

14. FORCE MAJEURE

The Company shall not be responsible for non-performance in whole or in part of its obligations nor under liability to the Purchaser in respect thereof if such non-performance is due to causes beyond the control of the Company.