

TERMS & CONDITIONS FOR CLICK ENTERTAINMENT

1. INTERPRETATION

1.1 In these Conditions the following words shall have the following meanings

PURCHASER means the person firm or company who agrees to purchase the Goods from The Company subject to these conditions whose details are set out in the Purchase Order.

The Company means Click Entertainment Limited whose registered company office is at Unit 3-4, ZK Park, 23 Commerce Way

CR0 4ZS – Croydon, London – UK

Phone: +44 203 750 5250

VAT: GB947130525/ DE339381942

PURCHASE ORDER is the form, signed by an authorised representative of The Company, or the e-mail, sent by The Company to the Purchaser accepting the Purchasers order. This must include an

1.2. In these Conditions

(a)References to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced;

(b)References to the masculine include the feminine and the neuter and to the singular include the plural and vice versa as the context admits or requires, and:

(c)The headings will not affect the construction of these Conditions

2. BASIS OF SALE

2.1. These Conditions apply to all Contracts for the sale of Goods entered into by The Company (which, for the avoidance of doubt, shall include, but not be limited to contracts concluded by fax or e-mail). These Conditions are the only conditions on which The Company is prepared to deal with the Purchaser – By placing an order with The Company or accepting The Company's quotation, the Purchaser agrees to deal with The Company on these Conditions to the exclusion of all other term's or conditions, warranties or representations contained in or referred to in the Purchasers order or correspondence or elsewhere or implied by trade custom, practice or course of dealing with the exception of any special terms specified in writing overleaf.

2.2. A quotation by The Company (written or oral) does not constitute an offer. The Company reserves the right to withdraw or revise a quotation at any time prior to The Company's acceptance of the Purchaser's order and in any event unless otherwise agreed in writing any quotation is valid only for a period of 7 days from its date of issue provided that The Company has not previously withdrawn it by written or oral notice to the Purchaser.

2.3. A purchase order from the Purchaser shall constitute an offer to contract with The Company subject to these Conditions and shall be deemed accepted by The Company only upon the issue of The Company's sales confirmation / pro forma invoice subject to the information in the purchase order being correct and as stated.

2.4 The Company reserves the right to withdraw its acceptance in the event that the consideration specified by The Company is not provided in the exact form specified by The Company. The Purchaser agrees to inform The Company immediately of any material information affecting the offer for purchase, such as the bankruptcy or insolvency of the Purchaser.

3. AUTHORISATION

3.1 No amendments or variation to these Conditions are binding on The Company unless authorized and confirmed in writing by a properly authorized person on behalf of The Company.

The Company Units 3 – 4, ZK Park,

23 Commerce Way, Croydon, CR0 4ZS

3.2 The Company's employees or agents are not authorized to make any representations concerning the Goods unless confirmed by an authorized representative of The Company in writing. In entering into the Contract, the Purchaser acknowledges that it does not rely on any such representations, which are not so confirmed. The Purchaser irrevocably and unconditionally waives any right it may have to claim damages for and/or to rescind the Contract as a result of any misrepresentations whether or not contained in the Contract unless such misrepresentation was made fraudulently.

3.3 Any advice or recommendation given by The Company or its employees or agents to the Purchaser or its employees or agents as to the storage, application or use of the Goods which is not confirmed in writing by an authorized representative of The Company is followed or acted upon entirely at the Purchaser's own risk and

accordingly, The Company shall not be liable for any such advice or recommendation which is not so confirmed.

3.4 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 The Company shall be subject to correction without any liability on the part of The Company.

4. SALE AND PURCHASE

4.1. The Purchaser agrees to purchase the Goods from The Company and The Company agrees to sell the Goods to the Purchaser on these conditions

4.2. The Purchaser shall not be entitled to cancel in whole or in part any order, which The Company has accepted, or any quotation of The Company, which the Purchaser has issued a purchase order in relation to.

4.3 The Company reserves the right to make any changes in the specification of the Goods which are required to conform to any applicable safety or other requirements or which do not materially affect their quality or performance.

5. DELIVERY

5.1 Delivery of the Goods to the Purchaser will be deemed to have occurred upon The Company's delivering the Goods to the Purchaser's carrier and whilst The Company shall use its reasonable efforts to deliver the Goods on or around the Estimated Delivery Date, time of delivery shall not be of the essence of the Contract.

5.2. The Company shall be entitled to deliver the Goods in instalments in which case each instalment shall be treated as an entirely separate contract and any default or breach by The Company in respect of any such instalment shall not entitle the Purchaser to cancel any other instalment or treat the Contract as a whole as repudiated.

5.3. If the Goods are damaged on delivery or less than the correct amount of the Goods is delivered, then unless the Purchaser notifies The Company and the carrier in writing (otherwise than by a note on the delivery note) within three days of delivery no claim against The Company may be made in respect of damage to or short delivery of such Goods. In the event that the goods are damaged upon delivery and The Company is notified in writing within the requisite time period, any redress awarded shall be provided at the discretion of The Company. Any damage sustained to Goods will not amount to a termination of the agreement for the sale of those Goods.

5.4. If the Goods have not been delivered despite receipt by the Purchaser of the invoice from The Company relating to them, then unless the Purchaser notifies The Company within seven days after the date of such invoice, no claim against The Company may be made in respect of non-delivery of those Goods.

5.5. The Purchaser shall be deemed to accept the Goods on delivery notwithstanding any late delivery by The Company.

5.6. If the Purchaser fails to take delivery of the Goods or fails to give The Company adequate delivery instructions before the Estimated Delivery Date, then, without prejudice to any other right or remedy available to The Company, The Company may:

5.6.1. Store the Goods until actual delivery is made and charge the Purchaser for the costs (including but not limited to insurance or storage); and/or

5.6.2. Sell or supply the Goods to a third party in any country at the best price obtainable and (after deducting all storage and selling expenses) and account to the Purchaser for any excess or charge the Purchaser for any shortfall below the price under the contract and in either case shall be entitled to charge interest (both and after any judgement) on the price payable for the Goods under the Contract at 4% over the base rate from time to time of National Westminster Bank Plc from the Estimated Delivery date to the date of actual delivery.

5.7 The delivery time The Purchaser order is 1 to 11 days, depending on location.

5.8 Freight cost is calculated from the weight of the items.

6. PRICES AND PAYMENT

6.1. The price of the Goods shall be the prices set out in the purchase order and is based on the cost of materials, fuel, power, transport, taxes, duties, services, labour and all other costs at the date of the purchase order. If at the date of actual delivery of the Goods there has been any increase in all or any of such costs, the price payable for the Goods may be increased accordingly. Quotations given in a currency other than sterling are based on the rate of exchange at the time of quoting and (unless otherwise agreed in writing between the parties) the price may also be subject to revision if any different rate of exchange is ruling at the date of invoice.

6.2. The Company reserves the right, by giving notice to the Purchaser at any time before delivery, to increase the price of the Goods to reflect any change in delivery dates, quantities or specifications for the Goods which is requested by the Purchaser or any delay caused by any instructions of the Purchaser or failure of the Purchaser to give The Company adequate information or instructions.

6.3. Unless otherwise stated in the purchase order, all prices are given by The Company on an ex work basis, and the Purchaser shall be liable to pay The Company's charges for transport, packaging and insurance together with any additional expenses, licence fees or duties paid or incurred by The Company as a result of the Delivery address not being in the UK.

6.4. The price is exclusive of value added tax, which the Purchaser shall, if applicable, be additionally liable to pay to The Company.

6.5. The Company shall be entitled to invoice the Purchaser for all amounts due under the Contract on or at any time after delivery of the Goods unless the Goods are to be collected by the Purchaser or the Purchaser wrongly fails to take delivery of them, in which case The Company shall be entitled to invoice the Purchaser at any time after The Company has notified the Purchaser that the Goods are ready for collection or (as the case may be) The Company has tendered delivery of the Goods.

6.6. The Purchaser shall make payment to The Company (in the currency of the invoice) in respect of all invoices in full and without any deduction or legal or equitable set off (whether in relation to such invoice or otherwise) as set out in the purchase order or is otherwise agreed in writing by The Company. Time of payment shall be of the essence.

6.7. All payments shall be applied to invoices and to Goods listed in such invoices in the order determined in its discretion by The Company.

6.8. If full payment is not received by The Company by the Due Date then without prejudice to its rights The Company shall be entitled: –

6.8.1 Take legal action to recover the entire price of the Goods plus any reasonable legal and recovery costs incurred;

6.8.2. To charge interest (both before and after any judgment) at the rate of 4% over the base rate from time to time of National Westminster Bank Plc on the outstanding balance; and/or:

6.8.3. To claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

6.9 For webshop payments, The Company accepts online payments with the following credit cards Visa/Dankort, Visa, Mastercard, Mobilepay Online, Paypal, ApplePay.

6.9.1 Payment will only be deducted from your account when the physical item is shipped or the virtual product is created unless otherwise agreed or stated on your order.

6.9.2 All prices on the website are exclusive of VAT.

6.9.3 The website uses the following currencies for pricing:

USA – Dollars (USD), Euro (EUR), United Kingdom – Pounds (GBP)

6.9.4 The Company uses a secure payment server that encrypts all information with SSL protocol, meaning your data is secure and cannot be read by other third parties.

6.9.5 The Company's own website also uses encryption with SSL protocol.

7. WARRANTY AND LIABILITY

7.1. Unless otherwise stated and agreed in writing, the Purchaser shall only be entitled to the benefit of any warranty or guarantee given by the manufacturer or original supplier to The Company and which The Company hereby assigns to the Purchaser so far as it is able to do so.

7.2. There are no warranties, terms, conditions, guarantees or representations as to quality or fitness for a particular purpose of the Goods except as expressly stated in the Contract. All warranties, conditions and other terms implied by statute or common law (except for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.

7.3. The Company shall be liable for any death or personal injury arising from use or supply of the goods only to the extent that it results from the proven negligence of The Company or its employees.

7.4 Subject to Clause 12.6 and in the event of any acceptance of liability of The Company for any inherent faults with the Goods which The Company considers to have been apparent before delivery, the agreement between The Company and the Purchaser will not be treated as terminated in any way.

The redress for any accepted defects or inherent faults upon delivery will either be the replacement of the Goods with Goods which are a "like for like" version of the original Goods, or a refund of the amount paid by the Purchaser for the Goods

7.5. (Subject to clause 7.2 and 7.3) The Company will not be liable to the Purchaser in contract, tort (including but not limited to negligence), misrepresentation or otherwise for any'

7.5.1. Economic loss of any kind (including but not limited to loss of use profit, anticipated profit, business, contracts, overhead recovery, machining costs, revenue or anticipated savings), any damage to the Purchaser's reputation or goodwill;

7.5.2. Any product recall or business interruption costs; or

7.5.3. Any special, indirect or consequential loss or damage (even if The Company has been advised of such loss or damage) arising out of or in connection with the Contract.

7.6. (Subject to the provisions of clauses 7.2, 7.3 and 7.4) The Company's total liability in contract, tort (including but not limited to negligence), misrepresentation or otherwise arising out of or in connection with the Contract will be limited to two hundred and fifty thousand pounds (£250,000).

7.7. The prices charged for the Goods are based strictly on the understanding of acceptance by the Purchaser of the provisions in the Contract for the limitation of The Company's liability.

7.8. The provisions of this clause 7 shall survive the termination or expiry for whatever reason) of the Contract.

8. TRADEMARK RIGHTS

8.1. It is the buyer's sole responsibility where he sells the merchandise; the seller and its agent have no influence on this. The seller wishes to emphasize that the custom status of the goods does not imply the trademark rights are exhausted. The buyer should verify himself whether he is entitled to sell the goods in the market where he wishes to sell. The buyer is fully responsible and solely liable for any infringement and will indemnify the seller and its agent for any liability in this respect.

9. THIRD PARTY RIGHTS

9.1. The Company shall defend any action against the Purchaser and (subject to clause 7) pay all damages awarded against the Purchaser (except to the extent that the Purchaser is entitled to recover such sums under any policy of insurance) based on a claim that any of the Goods constitute an infringement of any Intellectual Property Rights of the United Kingdom or misuse of any confidential information belonging to any third party ('a Claim')

PROVIDED THAT:

9.1.1. The Company shall be notified promptly in writing by the Purchaser of any notice of a Claim;

9.1.2. The Company shall have the sole control of the defence of any action on a Claim and all negotiations for settlement or compromise,

9.1.3. The Purchaser shall allow its name to be used in proceedings if necessary and provide all reasonable assistance in defending any action; and

9.1.4. The Purchaser shall take all steps reasonably possible to mitigate or reduce any damages and costs, which may be awarded against it as a result of a Claim.

9.2. The costs incurred by The Company in defending any action against the Purchaser under Clause 9.1. above shall be apportioned as agreed between the parties.

9.3. If a Claim is successful or The Company considers that it is likely to be successful, The Company may, at its sole discretion, terminate the Contract in so far as it applies to those Products subject to the Claim, in which latter case The Company shall refund to the Purchaser the price paid for such Goods less depreciation on a straight-line basis over the life of the Goods as determined by The Company

9.4. In no event shall The Company have any Liability under this clause with respect to any claim based on the use of the Goods in combination with any product or equipment not supplied by The Company.

9.5. This clause states the entire obligation and liability of The Company with respect to infringement of Intellectual Property Rights and misuse of confidential information

9.6. The rights of third parties to enforce any rights under this agreement are excluded, subject to the Contracts (Right of Third Parties) Act 1999.

10. RISK AND TITLE

10.1. Risk of loss of or damage to the Goods shall pass to the Purchaser on delivery of the Goods to the Purchaser's carrier and the Purchaser shall insure the Goods from that time until ownership of and title to them passes to the Purchaser. The Purchaser accepts responsibility to take all reasonable steps to ensure the goods are received by the Purchaser in the delivery time specified, including but not limited to maintaining good and open communication with agents employed by The Company to deliver the Goods.

10.2. Ownership of the Goods shall not pass to the Purchaser until The Company has received in full (in cash or cleared funds) all sums due to it in respect of:

10.2.1. The Goods, and

10.2.2 All other sums which are or which become due to The Company from the Purchaser on any account

10.3. Until ownership of the Goods has passed to the Purchaser, the Purchaser must:

10.3.1. Hold the Goods on a fiduciary basis as The Company's bailee;

10.3.2. Store the Goods (at no cost to The Company) separately from all other goods of the Purchaser or any third party in such a way that they remain readily identifiable as The Company's property.

10.3.3. Not destroy, deface or obscure any identifying mark or packaging on or

relating to the Goods;

10.3.4. Maintain the Goods in satisfactory condition insured through a reputable insurance company on The Company's behalf for their full price against all risks to the reasonable satisfaction of The Company On request the Purchaser shall produce the policy of insurance to; and

10.3.5. Hold the proceeds of the insurance referred to in condition 9.3.4- on trust for The Company and not mix them with any other money, nor pay the proceeds into an overdrawn bank account

10.4. The Purchaser may resell, use or otherwise dispose of the Goods before ownership has passed to it only if any such sale, use or disposition will be effected in the ordinary course of the Purchasers business at full market value and will be a sale, use or disposition of The Company's property on the Purchasers own behalf and the Purchaser will deal as principal when marking such sale, use or disposition.

10.5. The Purchaser's right to possession of the Goods shall terminate immediately if:

10.5.1 The Purchaser has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any Act for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager! Administrator or administrative receiver appointed of its undertaking or any part thereof, or a resolution is passed or a petition presented to any court for the winding up of the Purchaser or for the granting of an administrative order in respect of the Purchaser or any proceedings are commenced relating to the insolvency or possible insolvency of the Purchaser, or

10.5.2 The Purchasers suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe/perform any of his/its obligations under the Contract or any other contract between The Company and the Purchaser, or is unable to pay its debts within the meaning or section 123 of the Insolvency Act 1986, (or, where the Purchaser is resident in a jurisdiction other than England or Wales, the analogous legislation in that jurisdiction), or the Purchaser ceases to trade; or

10.5.3 The Purchaser encumbers or in any way changes any of the Goods, or

10.5.4 Anything analogous to any of the foregoing under the laws of any jurisdiction other than England and Wales occurs in relation, relation to the Purchaser.

10.6. The Seller shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods have not passed from the Seller

10.7. The Purchaser grants the Seller, its agents and employees an irrevocable license at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Purchaser's right to possession has terminated, to recover them

11. AUTHORITY LAWS AND REGULATIONS

11.1 The Purchaser hereby warrants to The Company that the Purchaser has all necessary authorities, licenses, permissions and capacity to enter into the Contract and to purchase the Goods from The Company.

11.2 The Purchaser shall comply with all laws and regulations relating to the ownership and use of the Goods including health and safety requirements, and export control legislation.

12. TERMINATION

12.1 The Company shall be entitled to terminate the Contract forthwith by notice in writing to the Purchaser if:

12.1.1. The Purchaser commits an irremediable breach of the Contract, persistently repeats a remediable breach or commits any remediable breach and fails to remedy it within 30 days of receipt of notice of the breach requiring remedy of the same; or

12.1.2. The Purchaser has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any Act for the time being in force for the relief of insolvent debtors, (or being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or a resolution is passed or a petition presented to any court for the winding up of the Purchaser or for the granting of an administrative order in respect of the Purchaser, or any proceedings are commenced relating to the insolvency or possible insolvency of the Purchaser; or

12.1.3 The Purchasers suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986. (Or, where the Purchaser is resident in a jurisdiction other than England or Wales, the analogous legislation in that jurisdiction), or

12.1.4. The Purchaser encumbers or in any way changes any of the Goods; or

12.1.5. Anything analogous to any of the foregoing under the laws of any jurisdiction other than England and Wales occurs in relation to the Purchaser.

12.1.6. The Purchaser ceases or threatens to cease to carry on business, or

12.1.7. There is at any time a material change in the management, ownership or control of the Purchaser; or

12.2. In the event of termination by The Company pursuant to clause 1.1.1. above then, without prejudice to any other right or remedy available to The Company, The Company shall be entitled to cancel the Contract or suspend any further deliveries under it without any liability to the Purchaser and, if the Goods have already been delivered but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary and The Company shall be entitled to charge interest (both before and after any judgment) at the rate of 4% over the base rate from time to time of National Westminster Bank Plc from the time of such cancellation or suspension until The Company receives payment In addition The Company reserves the right to charge interest under the Late Payment of Commercial Debts (Interest) Act 1998

13. CUSTOMER & PRIVACY POLICY

13.1 At Click Entertainment Ltd we take your privacy very seriously and are committed to keeping your data protected and confidential.

13.1.2 The core information we collect from you enables us to process your order and get your goods to you quickly and directly. Additional information which we ask from you forms part of our due diligence process, in which we aim to 'know who we are trading with'. We look at both our customers and suppliers to establish legitimate business processes to ensure that we know our stock has both come from and is going to reputable trade.

13.1.3 The information we collect for sales and purchasing is set out in our trade application form, which we ask every customer and supplier to complete. Registration of your personal information is used for the sole purpose of delivering the goods. This information will not be passed on to any third parties for processing.

13.1.4 When collecting personal information via our website, we ensure that it always happens by submitting your explicit consent, so that you are informed exactly of what information is being collected and why.

13.2 We send daily offers and information about the business to all our customers. You have the option to opt out at any point.

13.2.1 We do not resell or trade personal information; we keep the data on our own directory, treated confidentially and held securely. It will be held for a minimum of 5 years (from the date of your account opening or your last transaction, whichever is more recent), in line with the governments guidelines for storing financial information. At any time, you can request to delete your information ending our contract.

13.2.2 You always have the right to object to how your data is being used. You also have the right to know what information is registered about you. You have these rights under the Personal Data Act and in connection with this, please contact info@click-entertainment.com. In order for you to enter into an agreement with Click Entertainment Limited, we need the following information:

. Name

. Address

. Phone number

. Email address

13.3 The information recorded about you will be used for the sole purposes of providing you the services that you have agreed to, legitimate interest and legal requirements and obligations.

13.3.1 As a matter of business needs, third parties may have access to your information. These include (but are not limited to) our company accountants, logistics companies, IT management, email marketing controller, insurers, HMRC. A full list of third parties which have access to your information can be provided upon request via the methods previously started.

13.4 We do not store and transmit customer information encrypted.

13.5 As registered with Click Entertainment Limited, you always have the right to object to the registration. You also have the right to know what information is registered about you. You have these rights under the Personal Data Act and in connection with this, please contact info@click-entertainment.com.

13.6 Cookies

13.6.1 On <https://webshop.click-entertainment.com>, cookies are used for the purpose of optimizing the website, and its functionality, making the visit as easy as possible for you.

13.6.2 You can delete cookies from your computer at any time, see the instructions on Webshop Cookies and Privacy Policy.

13.7 Log Statistics

13.7.1 We use log statistics at <https://webshop.click-entertainment.com> and at click-entertainment.com, which means, we have a statistics system, that gathers information, that can supply us with a statistical indication of, how many visitors the site has, where they are from, and on which landing page they leave the site and more. The Log statistic is only used with the purpose to improve Click Entertainment Limited's website.

13.8 Consumer Protection

13.8.1 Learn more about your consumer protection when paying online with PensoPay's payment service solution:
<https://pensopay.com/mere/forbrugerbeskyttelse/>

13.9 Complaints

13.9.1 Complaints about product can be sent to:

Konkurrence- og Forbrugerstyrelsens

Carl Jacobsens Vej 35

2500 Valby

www.forbrug.dk

13.9.2 For citizens of Europe who reside outside of Europe, complaints must be submitted through the EU Commissions Online Complaints Platform.

ec.europa.eu

14. EXPORT TERMS

14.1. In these Conditions 'Incoterms' means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is made. Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in these conditions, but if there is any conflict between the provisions of incoterms and these Conditions, the latter shall prevail.

14.2. Where the Goods are supplied for export from the United Kingdom, the provisions of this clause 12 shall (subject to any special terms agreed in writing between the Purchaser and The Company) apply notwithstanding any other provision of these Conditions.

14.3. The Purchaser shall be responsible for complying with any legislation or regulation governing the importation of the Goods into the country of destination and for the payment of any duties on them.

14.4. The Goods shall be delivered according to the Incoterm agreed in writing between the parties and the Company shall be under no obligation to give notice under section 32(3) of the Sale of Goods Act 1979.

14.5. Where the Goods are supplied under FCA terms then proof of export must be provided upon request by the Purchaser.

14.6. The Purchaser shall be responsible for arranging for testing and inspection of the Goods at The Company's premises before delivery. The company shall have no liability for any claim in respect of any defect in the Goods, which would be apparent on inspection and which are made after delivery, or in respect of any damage during transit.

15. GENERAL

15.1 The remedies available to The Company under the Contract shall be without prejudice to any other rights, either at common law or under statute, which it may have against the Purchaser.

15.2 The failure or delay of The Company to enforce or to exercise, at any time or any period of time, any term of or any right, power or privilege arising pursuant to the Contract does not constitute and shall not be construed as a waiver of such term or right and shall in no way affect either party's right later to enforce or exercise it nor shall any single or partial exercise of any remedy, right, power or privilege preclude any further exercise of the same or the exercise of any other remedy, right, power or privilege.

15.3 The invalidity or unenforceability of any term of, or any right arising pursuant to the Contract shall not in any way effect the remaining terms or rights, which shall be construed, as if such invalid or unenforceable term or right did not exist.

15.4 Any notice or written communication required or permitted to be served on or given to either party under the Contract shall be delivered by hand or sent by recorded delivery mail to the other party at its address set out above or to such other address which it has previously notified to the sending party and shall be deemed to have been given when actually received or, if sent by recorded delivery mail and returned undelivered, on return of such recorded delivery mail.

15.5 The Contract is personal to the Purchaser and the Purchaser may not assign, transfer, sub-contract otherwise part with the Contract any right to

obligation under it without the prior written consent of The Company.

15.6 The Company shall not be liable to the Purchaser if The Company's performance of its Obligations under the Contract is prevented or hindered due to any circumstances outside its control. Without limitation, The Company reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of Goods ordered by the Purchaser (without liability to the Purchaser) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of The Company including, without limitation, acts of God, governmental actions, war or national emergency, riot, civil commotion, Fire, explosion, Flood, epidemic, lock outs, strikes or other labour disputes (whether or not relating to ether party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

15.7 The Contract contains all the terms agreed by the parties relating to the subject matter of the Contract and supersedes any prior agreements. Understandings or arrangements between them, whether oral or in writing, and no representation undertaking or promise shall be taken to have been given or been implied from anything said or written in negotiations between the parties prior to the Contract except as set out in the Contract. In particular but without prejudice to the generality of the foregoing the Purchaser acknowledges that it has not been induced to enter into the contract by any representation or warranty other than those contained or referred to in clause 7 of the Contract. The Purchaser irrevocably and unconditionally waives any right it may have to claim damages for and/or to rescind the Contract as a result of any misrepresentation whether or not contained in the Contract unless such misrepresentation was made fraudulently.

15.8 The construction, validity and performance of the Contract are governed by the laws of England and the parties accept the nonexclusive jurisdiction of the English Courts.

The undersigned confirms the Purchaser has read, fully understood and agrees to be bound by The Company Sales Terms and conditions.

Signature

Name

Position

Company

Stamp