Quantum V6

Playsafe Systems Ltd

Terms & Conditions of Sale

October 23

CUSTOMER USE

playsafesystems©

STANDARD TERMS & CONDITIONS OF SALE:

1. **GENERAL**
   The following conditions of sale apply to contracts made with Playsafe Systems. All quotations are made, and orders accepted, subject to the following conditions of sale. No conditions or terms of the customer shall apply. No addition to or modification of these conditions shall have any effect unless such addition, alteration or modification is expressly accepted by Playsafe in writing and signed by a duly authorised representative.

2. **ACCEPTANCE**
   No contract is concluded until the customer's order is accepted in writing by Playsafe Systems. Unless previously withdrawn, or otherwise specified by Playsafe in writing, quotations (where issued) are open for acceptance within 30 days from the date in which they are made.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 Playsafe in catalogues, price lists etc, are not binding on Playsafe unless specifically confirmed in writing as being applicable to goods supplied.
   b. Should any information or data supplied by the customer to Playsafe for the preparation of a quotation prove not to be sufficient or accurate Playsafe 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 cost of delivery within the United Kingdom and delivery charges will be added to the invoice where applicable. Playsafe shall be responsible for the cost of insurance during carriage within the United Kingdom.
   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. Playsafe 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 Playsafe 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 Playsafe.
   b. In all cases delivery dates quoted by Playsafe are subject to confirmation by Playsafe at the time an order is accepted.
   c. Playsafe 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 Playsafe 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, Playsafe may either treat the contract 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.
g. If for any reason whatsoever beyond its control of Playsafe's normal production of goods required for the performance of the contract with the customer and the other comparable contracts is reduced, Playsafe 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. SETTLEMENT 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, unless otherwise stated. No deductions are allowed. If prompt payment terms are offered on their invoice, then subject to those terms being met, a discount may be deducted from payment.
b. Playsafe 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 7 and Playsafe 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 Playsafe (without prejudice to its other rights) to suspend delivery to customer.

7. 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 Playsafe to the customer until all sums owing to Playsafe (including any interest under clause 6B plus any VAT) under this or under any other contact between the customer and Playsafe have been received in full by Playsafe.
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 Playsafe. The customer is required to store the goods (at no cost to Playsafe) separately from all other goods in its possession and mark goods in such a way that they are clearly identified as the property of Playsafe.
d. Notwithstanding that the goods (or any of them) remain the property of Playsafe, 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 Playsafe. Any such sale or dealing will be a sale or use of Playsafe'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. Playsafe will be entitled to recover the price (plus VAT) in respect of the goods notwithstanding that property in the goods has not passed from Playsafe.
f. Until such time as property in the goods passes from Playsafe or on the occurrence of any events specified in condition 13A or if Playsafe shall reasonably consider for any reason that its goods are in jeopardy:

i. The customer's authority to sell goods which belong to Playsafe shall end upon request by Playsafe to the customer to deliver all goods belonging to Playsafe to Playsafe, (at the customer's expense) up to the value of the sums owing to Playsafe by the customer.
ii. Playsafe 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 Playsafe from the customer, and
iii. All proceeds of the sales of those goods owing to Playsafe sold by the customer shall be paid into a separate bank account and held on behalf of Playsafe. 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 Playsafe.

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 Playsafe. Without prejudice to the other rights of Playsafe, if the customer does so all sums whatever owing by the customer to Playsafe will become due and payable.

8. TESTS

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

9. RETURN OF GOODS

a. If after acceptance of an order some exceptional circumstances arise which make it desirable to modify or cancel the order, Playsafe 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 Playsafe may therefore be involved. Goods are not to be returned to Playsafe (except in accordance with the terms of the company's guarantee) unless an arrangement has been made to the effect with Playsafe and an authorised returns number is quoted,
b. Acceptance by Playsafe 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, Playsafe may make a handling charge in respect of any goods so returned, of up to 20% of the invoices value.

10. SPECIFICATION ALTERATIONS

a. Playsafe 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 charge in the basic function of the goods previously ordered or delivered.
b. If Playsafe decides to after the specification or design of any goods, it shall be under no obligation to apply such alteration to any goods previously ordered or delivered.

11. CLAIMS FOR DAMAGE, LOSS OR NON-DELIVERY

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

12. WARRANTY

a. This warranty applies to all goods supplied by Playsafe.
b. Playsafe shall have the option to make good or replace without charge any goods which prove to the reasonable satisfaction of Playsafe to be of faulty manufacture within a period of 12 calendar months after delivery or that period stated on the Playsafe 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 Playsafe.
    iii. To goods which are ordered, modified, or repaired in any place other than Playsafe's workshop or by persons not expressly nominated or approved in writing by Playsafe.
c. In countries where there are Playsafe 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 Playsafe.
d. 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 Playsafe accepts the guarantee claim Playsafe shall, as soon as is practical, return the goods repaired or replacement goods to the customer carriage paid.
e. If the goods are not eligible for repair or replacement under guarantee, Playsafe shall notify the customer who shall arrange to collect the goods at their own expense as soon as possible.
f. Subject as provided in this condition no warranty, guarantee or condition express or implied (by common law, statue or otherwise) as to quality or fitness for any purpose shall apply to any sale of goods by Playsafe.
g. Save for liability or death or personal injury arising from Playsafe's negligence (which if proved is not excited) Playsafe's obligation to repair as aforesaid shall constitute the full extent of Playsafe's liability on respect of any loss or damage sustained by the customer whether caused by any breach of this contract or by misrepresentation or by the negligence of Playsafe, its employees or agents, arising from any other cause whatsoever. Playsafe shall not be liable for any consequential, economic, or indirect loss suffered by the customer arising there from.

13. TERMINATION OF CONTRACT

a. Without prejudice to any common law or statutory right which Playsafe may have, Playsafe reserves the right to terminate the contract by written notice to the customer (in relation to the whole or any part thereof remaining unfulfilled) forthwith if:
    i. If 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 Playsafe under this contract, or
    ii. (company) shall enter 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 contract.

b. After the service if the notice termination by Playsafe to the customer all goods in possession of the customer which are the property of Playsafe, shall forthwith be held to the order of Playsafe and as soon as possible be redelivered to Playsafe 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 Playsafe 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 Playsafe which are still the property of Playsafe to a third party. For the purpose of taking possession of goods which remain the property of Playsafe 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 shall not affect the continuing enforceability referred to in paragraph B above and in condition 14 below.

14. TECHNICAL INFORMATION AND PROPRIETARY RIGHTS

a. Any know-how information, design or drawings supplied by Playsafe relating to the goods or to the business corporate in the goods of Playsafe its ultimate holding company or any subsidiary of such holding company are strictly confidential, and the customer shall not copy, use, or disclose any such know-how information, designs, or drawings without prior written consent of Playsafe. All trademarks, trade names, patent rights, copyright, and other similar proprietary rights in respect to the goods shall remain the property of Playsafe and the customer that acquire no interest whatsoever in any such rights.
b. The customer will not sell the goods in any other name than the name used by Playsafe 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.

15. EXPORT SALES

In the case of orders 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.

16. APPLICATION LAW

English law shall apply, and the parties agree to submit to the non-exclusive jurisdiction of the English court for the determination of any question or dispute, howsoever arising.

For more information or
guidance please contact us:

info@playsafe.systems
+44 (0)1225 324 351
www.playsafe.systems