

Terms and conditions of sale

Stadium IGT Limited, Eastleigh UK

Stadium IGT Limited is a TT Electronics company.

Conditions of Sale

1. Definitions

1.1 "Company" means Stadium IGT Ltd (registered in England under Company No. 2164435) of Woodside Road, Woodside Road Industrial Estate, Eastleigh, Hampshire

"Conditions" means standard terms and conditions of business set out in this document and unless the context otherwise requires includes any special terms and conditions agreed in writing between the Company and the Purchaser.

"Contract" means the contract for the supply of the Products and provision of the Services.

"Purchaser" means the person who accepts a quotation of the Company for the supply of Products and Services or whose order for the Products and Services is accepted by the Company.

"Products" means the membrane switches or keyboards associated electronic devices and hardware and software products specifically manufactured for the Purchaser (specified in the Company's quotation or the Purchaser's order) including any instalment or any parts of them.

"Services" means the photography drawings engineering and graphics design development and engineering works together with associated assembly services required to produce the Products provided by the Company.

1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended re-enacted or extended at the relevant time.

1.3 The headings in these conditions are for convenience only and shall not affect their interpretation.

1.4 In these Conditions the masculine includes the feminine and neuter and the singular includes the plural and vice versa.

2. Basis of provision of Products and Services.

2.1 The Company shall sell the Products and provide the Services and the Purchaser shall purchase the Products and Services in accordance with any written quotation of the Company which is accepted by the Purchaser or any written order of the Purchaser which is accepted by the Company subject in either case to these Conditions which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted or any such order is made to be made by the Purchaser.

2.2 No variation or amendment to these Conditions shall be binding upon the Company unless agreed in writing between an authorised representative of the Company and of the Purchaser.

2.3 The Company's employees or agents are not authorised to make any representations concerning the Products or Services unless confirmed by the Company in writing. In entering into the Contract the Purchaser acknowledges that it does not rely on and waives any claim for breach of any such representations which are so concerned.

2.4 Any advice or recommendation given by the Company or its employee agents to the Purchaser or its employees or agents as to the storage application or use of the Products which is not confirmed in writing by 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 confirmed.

2.5 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.

3. Quotations and Specifications

3.1 The Purchaser shall be responsible to the Company for ensuring the accuracy of the terms of the outline specification (including any drawings) of the Products submitted to the Company and for promptly giving to the Company all necessary information and approvals (either orally or in writing as requested by the Company) relating to the Products or Services (including but without prejudice to the generality of the foregoing approval of any working drawings colour swatches or component specifications produced by the Company) and within sufficient time to enable the Company to perform the Contract in accordance with its terms.

3.2 A quotation shall (unless otherwise stated in writing) be open for acceptance for thirty days from the date of such quotation.

3.3 No order submitted by the Purchaser shall be deemed to be accepted by the Company unless and until confirmed in writing by the Company's authorised representative.

3.4 The quantity and description of and any specification for the Products shall be those set out in the Company's quotation (if accepted by the Purchaser) or the Purchaser's order (if accepted by the Company).

3.5 If the Products are to be manufactured or any process is to be applied to the Products by the Company in accordance with a specification submitted by the Purchaser, the Purchaser shall indemnify the Company against all loss, damages, costs and expenses awarded against or incurred by the Company in connection with or paid or agreed to be paid by the Company in settlement of any claim for infringement of any patent copyright design trademark or other industrial or intellectual property rights of any other person which results from the Company's use of the Purchaser's specification.

3.6 The Company reserves the right to make any changes in the specification of Products which are required to conform with any applicable statutory or European Community requirements or (where the Products are to be supplied to the Company's specification) which do not materially affect their quality or performance.

4 Cancellation

No order which has been accepted by the Company may be cancelled by the Purchaser except with the agreement in writing of the Company and on terms that the Purchaser shall indemnify the Company in full against all loss (including loss of profit) cost (including the cost all labour and materials used) damages charges and expenses incurred by the Company as a result of cancellation.

5 Prices

5.1 The prices of the Products and Services shall be the Company's quoted price.

5.2 All prices quoted are valid for thirty days or until earlier acceptance by the Purchaser after which time they may be altered by the Company without giving notice to the Purchaser.

5.3 The Company reserves the right by giving notice to the Purchaser at any time before delivery to increase the price of the Products and Services to reflect any increase in the cost to the Company including but not limited to any change of delivery dates, quantities or specifications for the Products which is requested by the Purchaser or any delay caused by any instructions of the Purchaser or failure by the Purchaser to give the Company adequate information or instructions or any increase or fluctuation in foreign exchange rates, regulations, alteration of duties or significant increase in the cost of labour, materials or other costs of manufacture.

5.4 All prices quoted are exclusive of export dues, packaging, insurance costs and any applicable Value Added Tax which the Purchaser shall be additionally liable to pay to the Company.

6 Terms of Payment

6.1 Subject to any special terms agreed in writing between the Purchaser and the Company the Company shall be entitled to invoice the Purchaser for the price of Products and Services on or at time after delivery of the Products or at any time after the Company has tendered delivery of the Products.

6.2 Unless otherwise agreed with the Company, the Purchaser shall pay the price of the Products and Services in full without deduction, set off or counterclaim within 30 days of the date of the Company's invoice and the Company shall be entitled to recover the price notwithstanding that delivery may not have taken place and the property in the Products has not passed to the Purchaser. Time for payment of the price shall be of the essence of the Contract and receipts for payment shall be issued only upon request.

6.3 Invoices submitted to a Purchaser outside the United Kingdom shall be paid for by the Purchaser in sterling who shall additionally be liable for all bank charges service charge and costs incurred due to currency fluctuations.

6.4 If the Purchaser fails to make any payment on the due date then without prejudice to any other right or remedy available to the Company it shall be entitled to:

6.4.1 cancel the Contract or suspend any further deliveries to the Purchaser

6.4.2 charge the Purchaser interest (both before and after any judgement) on the amount unpaid at the rate of 2 per cent per annum above the HSBC bank Plc base rate from time to time until payment in full is made (a part of the month being treated as a full month for the purpose of calculating interest).

6.4.3 appropriate any payment made by the Purchaser to such of the Products or Services (or the goods supplied under any other contract between the Company and the Purchaser) as the Company may think fit (notwithstanding any purported appropriation by the Purchaser).

7 Delivery

7.1 Any dates quoted for completion or delivery if the Products or Services are approximate only and the Company shall not be liable for any delay in delivery of the Products or Services howsoever caused. Time for delivery shall not be of the essence.

7.2 Delivery of the Products shall be made by the Purchaser collecting the Products at the Company's premises at any time after the Company has notified the Purchaser that the Products are ready for collection or if some other place for delivery is agreed by the Company delivering the Products to that place at the cost of the Purchaser.

7.3 If the Company fails to deliver the Products (or any instalment thereof) or the Services for any reason other than any cause beyond the Company's reasonable control or the Purchaser's fault and the Company is accordingly liable to the Purchaser, the liability of the Company shall be limited to the excess (if any) of the cost to the Purchaser (in the cheapest available market) of similar goods to replace those not delivered over the price of the Products.

7.4 Where the Products are to be delivered in instalments each delivery shall constitute a separate Contract and failure by Company to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Purchaser in respect of any one or more instalments shall not entitle the Purchaser to treat the Contract as a whole as repudiated.

8 Risk and Property

8.1 Risk of damage to or loss of the Products shall pass to the Purchaser:-

8.1.1 in the case of Products to be delivered at the Company's premises at the time when the Company notified the Purchaser that the Products are available for collection or

8.1.2 in the case of Products to be delivered otherwise than at the Company's premises at the time of delivery or if the Purchaser wrongfully fails to take delivery of the Products at the time when the Company has tendered delivery of the Products.

8.2 Notwithstanding delivery and the passing of risk in the Products or any other provision of these Conditions the Company shall retain title to and ownership of the Products which shall not pass to the Purchaser until the Company has received in cash or cleared funds payment in full of the price of the Products and the Services and all other goods or services agreed to be sold by the Company to the Purchaser for which payment is then due.

8.3 Until such time as the property in the Products passes to the Purchaser the Purchaser shall hold the Products as the Company's fiduciary agent and bailee and shall keep the Products separate from those of the Purchaser and third parties and properly stored protected and insured and identified as the Company's property. Until that time the Purchaser shall be entitled to resell or use the Products in the ordinary course of its business but shall account to the Company for the proceeds of sale or otherwise of the Products whether tangible or intangible including insurance proceeds and shall keep all such proceeds separate from any money's or property of the Purchaser and third parties and in the case of tangible proceeds properly stored protected and insured.

8.4 Until such time as the property in the Products passes to the Purchaser (and provided the Products are still in existence and have not been resold) the Company shall be entitled at any time to require the Purchaser to deliver up the Products to the Company and if the Purchaser fails to do so

forthwith to enter upon any premises of the Purchaser or any third party where the Products are stored and repossess the Products.

8.5 The Purchaser shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Products which remain the property of the Company but if the Purchaser does so all money's owing by the Purchaser to the Company shall (without prejudice to any other right or remedy of the Company) forthwith become due and payable.

9 Warranty

9.1 Subject to the conditions set out below the Company warrants to the Purchaser that:

9.1.1 the Products will conform substantially with any drawings produced as part of the Services and will be free from defects in materials and workmanship for a period of one year from the date upon which risk passes in accordance with the provisions of Clause 8 ("Warranty Period"):

9.1.2 the Services will be provided using reasonable care and skill.

9.2 The above warranties are given by the Company subject to the following conditions:

9.2.1 the Company shall be under no liability in respect of any defect in the Services or Products:

9.2.1.1 arising from any drawing, design or specification supplied by the Purchaser;

9.2.1.2 which comprise computer software or programmable electronics which have at any time been verified by the Purchaser as being correct;

9.2.1.3 arising from any electrical current surges during any assembly testing or calibration process carried out by the Purchaser;

9.2.1.4 that comprise materials or equipment specified by Company as having a limited shelf life and which are kept unused by the Purchaser for a period that is longer than such shelf life;

9.2.1.5 that comprise materials or equipment specified by Company as needing to be stored in appropriate conditions and/or temperatures and which are not kept in such conditions and/or temperatures during storage or use in any goods produced by the Purchaser. 9.2.2 the Company shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Company's instructions (whether oral or in writing), misuse or alteration or repair of the Products without the Company's approval;

9.2.3 the Company shall be under no liability under the above warranties (or any other warranty, condition or guarantee) if the total price for the Products has not been paid by the due date for payment:

9.2.4 the above warranty does not extend to parts, materials or equipment not manufactured by the Company in respect of which the Purchaser shall only be entitled to the benefit of any such warranty of guarantee as is given by the manufacturer to the Company.

9.3 The sole and exclusive remedy of the Purchaser in respect of any defective Products supplied shall be a claim under the warranty provisions for the repair, or replacement or refund, at Company's option, of any defective Products supplied limited to a maximum amount equivalent to the unit cost of the product sold, provided that the Purchaser meets its obligation pursuant to clause 6.

9.4 Any claim by the Purchaser during the Warranty Period which is based on defect in the Services or quality or condition of the Products or their failure to correspond with specification shall (whether or not delivery is refused by the Purchaser) be notified to the Company in writing within twenty one days of the date of delivery or (where the defect or failure was not apparent by reasonable inspection) within a reasonable time after discovery of the defect or failure and if so requested by the Company the Purchaser shall return the Products to the Company for further investigation. If delivery is not refused and the Purchaser does not notify the Company accordingly, the Purchaser shall not be entitled to reject the Services or Products and the Company shall have no liability for such defect or failure and the Purchaser shall be bound to pay the price as if the Services and Products had been delivered in accordance with the Contract.

9.5 Where any valid claim in respect of any of the Services or Products which is based on any defect in the quality or condition of the Services or Products or their failure to meet specification is notified to the Company in accordance with these Conditions the Company shall be given a reasonable opportunity of examining such defect and be entitled to carry out further Services or repair or replace the Products as is appropriate (or the part in question) free of charge, or at the Company's sole discretion refund to the Purchaser the price of the Services or Products (or a proportionate part thereof) but the Company shall have no further liability to the Purchaser.

10 Company's Liability

The attention of the Purchaser is in particular drawn to the provisions of this Clause 10

10.1 Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of these Conditions shall be limited to the total price of the Products in that Contract. Save as provided at Clauses 9 and 10.4 the Company shall have no further liability to the Purchaser and shall not be liable to the Purchaser for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with these Conditions, the Products, their use application, support or otherwise or the Services.

10.2 Notwithstanding the generality of Clause 10.1 above the Company shall not be liable to the Purchaser by reason of any representation (unless fraudulent) or any implied warranty condition or other term or any duty at common law or under the express terms of these Conditions for any loss of production loss or profits or anticipated profits loss of contracts operation time or anticipated savings loss of business or of expected future business damage to the Purchaser's reputation or goodwill, damages costs or expenses payable by the Purchaser to any third party or any other indirect special or consequential loss or damage (whether caused by negligence of the Company its employees agents or otherwise which arise out of or in connection with the supply of the Products or Services or their use or resale by the Purchaser.

10.3 In the event that any exclusion or provision contained in these Conditions shall be held to be invalid for any reason and the Company becomes liable for loss or damage that it would otherwise have been lawful to limit such liability shall be limited to the cost of the Products.

10.4 Nothing in this Agreement shall exclude or limit the Company's liability for death or personal injury caused by the negligence of the Company or of its employees agents or sub-contractors.

10.5 The Purchaser acknowledges and agrees that the allocation of risk contained in Clauses 9 and 10 of the Conditions is reflected in the price of the Products and Services and is also a recognition of the fact that inter alia the Products cannot be tested in every possible combination.

11 Copyright Patents Trademarks and Intellectual Property Rights

11.1 The Purchaser acknowledges that any and all of the trademarks, service marks, trade names, copyrights patents and other intellectual property rights developed, embodied in or in connection with the Products or Services shall be and remain the sole property of the Company.

11.2 In the event that new inventions, designs or processes evolve in performance of or as a result of the Contract the Purchaser acknowledges that the same shall be the property of the Company unless otherwise agreed in writing by the Company.

12 Force Majeure

12.1 The Company shall not be liable to the Purchaser or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform or any defect in performance of any of the Company's obligations in relation to the Services or Products if the delay, failure or defect was due to any cause beyond the Company's reasonable control. Without prejudice to the generality of the foregoing the following shall be regarded as causes beyond the Company's reasonable control:

12.1.1 act of God, explosion, flood, tempest, fire or accident; (whether affecting the Company's premises or otherwise);

12.1.2 war or threat of war, sabotage, insurrection, civil disturbance or requisition;

12.1.3 acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;

12.1.4 import or export regulations or embargoes;

12.1.5 strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Company or of a third party);

12.1.6 difficulties in obtaining raw materials, labour, fuel, parts, machinery or other supplies;

12.1.7 power failure or breakdown of plant machinery or vehicles;

12.1.8 defaults of suppliers or sub-contractors;

12.1.9 incompleteness or inaccuracy of any technical information which it is the responsibility of the Purchaser to provide;

12.1.10 any failure delay in performance or any act or omission of any nature whatsoever on the part of the Purchaser or its employees agents suppliers or sub-contractors

13 Termination

13.1 In addition to provisions for termination provided in these Conditions the Company may by notice in writing to the Purchaser terminate the Contract or suspend any further deliveries under the Contract without any liability to the Purchaser if any of the following events shall occur:

13.1.1 if the Purchaser is in breach of any provision of these Conditions;

13.1.2 if the Purchaser being a body corporate shall present a petition or have a petition presented by a creditor for its winding up or shall convene a meeting to pass a resolution for voluntary winding up or shall enter into any liquidation (other than for the purposes of a bona fide reconstruction or amalgamation) or shall call a meeting of its creditors or shall have a receiver administrator or administrative receiver of all or any of its undertaking or assets appointed or shall be deemed by virtue of S123 Insolvency Act 1986 to be unable to pay its debts;

13.1.3 if the Purchaser being an individual firm or partnership shall be dissolved or shall become bankrupt or insolvent or have a receiving order made against him/it or shall make or negotiate for any composition or arrangement with or assignment for the benefit of his/its creditors;

13.1.4 if the Purchaser ceases or threatens to cease to carry on business;

13.1.5 if Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Purchaser and notifies the Purchaser accordingly.

13.2 On termination, howsoever arising, the Purchaser shall forthwith pay (notwithstanding any previous credit arrangement) the Company all costs and expenses including legal and other fees incurred and all arrears of charges or other payments arising in respects of sale of the Products or provision of the Services.

13.3 Termination howsoever or whenever occasioned shall be subject to any rights and remedies the Company may have under the Contract or in law.

14 Health and Safety

The Company will provide to the Purchaser information upon request as to the proper and safe use of the Products and the Purchaser warrants it will at all times obey and comply with the Company's instructions or other information relating to the use of the Products.

15 Export Terms

15.1 Where the Products are supplied for export from the United Kingdom the provisions of this Clause 15 (shall subject to any special terms agreed in writing between the Company and the Purchaser) apply notwithstanding any other provision of the Conditions.

15.2 The Purchaser shall be responsible for complying with any legislation or regulations governing the importation marketing sale or use of the Products into the country of destination and for the payment of any duties there on.

15.3 Unless otherwise agreed in writing between the Purchaser and the Company the Products shall be delivered at the air or sea port of shipment and the Company shall be under no obligation to give notice under 32(3) of the Sale of Goods Act 1979.

15.4 The Purchaser shall be responsible for arranging for testing and inspection of the Products at the Company's premises before shipment. The Company shall have no liability for any claim in respect of any defect in the Products which would be apparent on inspection and which is made after shipment or in respect of any damage during transit.

15.5 Payment of all amounts due to the Company shall be made in sterling by irrevocable letter of credit opened by the Purchaser in favour of the Company and confirmed by a bank in England acceptable to the Company or if the Company has agreed in writing on or before acceptance of the Purchaser's order to waive this requirement by acceptance by the Purchaser and delivery to the Company of a bill of exchange drawn on the Purchaser payable sixty days after sight to the order of the Company at such branch of HSBC bank in England as may be specified in the bill of exchange.

16 General

16.1 The Company may sub-contract performance of part or all of its obligations under these Conditions.

16.2 Failure or neglect by the Company to enforce at any time any of the provisions hereof shall not be construed nor shall be deemed to be a waiver of the Company's right here under nor in any way affect the validity of the whole or any part of these Conditions nor prejudice the Company's right to take subsequent action.

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

16.4 No waiver by the Company or any breach of the Contract by the Purchaser shall be considered as a waiver of any subsequent breach of the same or any other provision.

16.5 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Conditions and the remainder of the provision in question shall not be effect.

16.6 The Contract shall be governed by and these Conditions shall be construed in accordance with the laws of England and the Buyer agrees to submit to the non-exclusive jurisdiction of the English Courts.