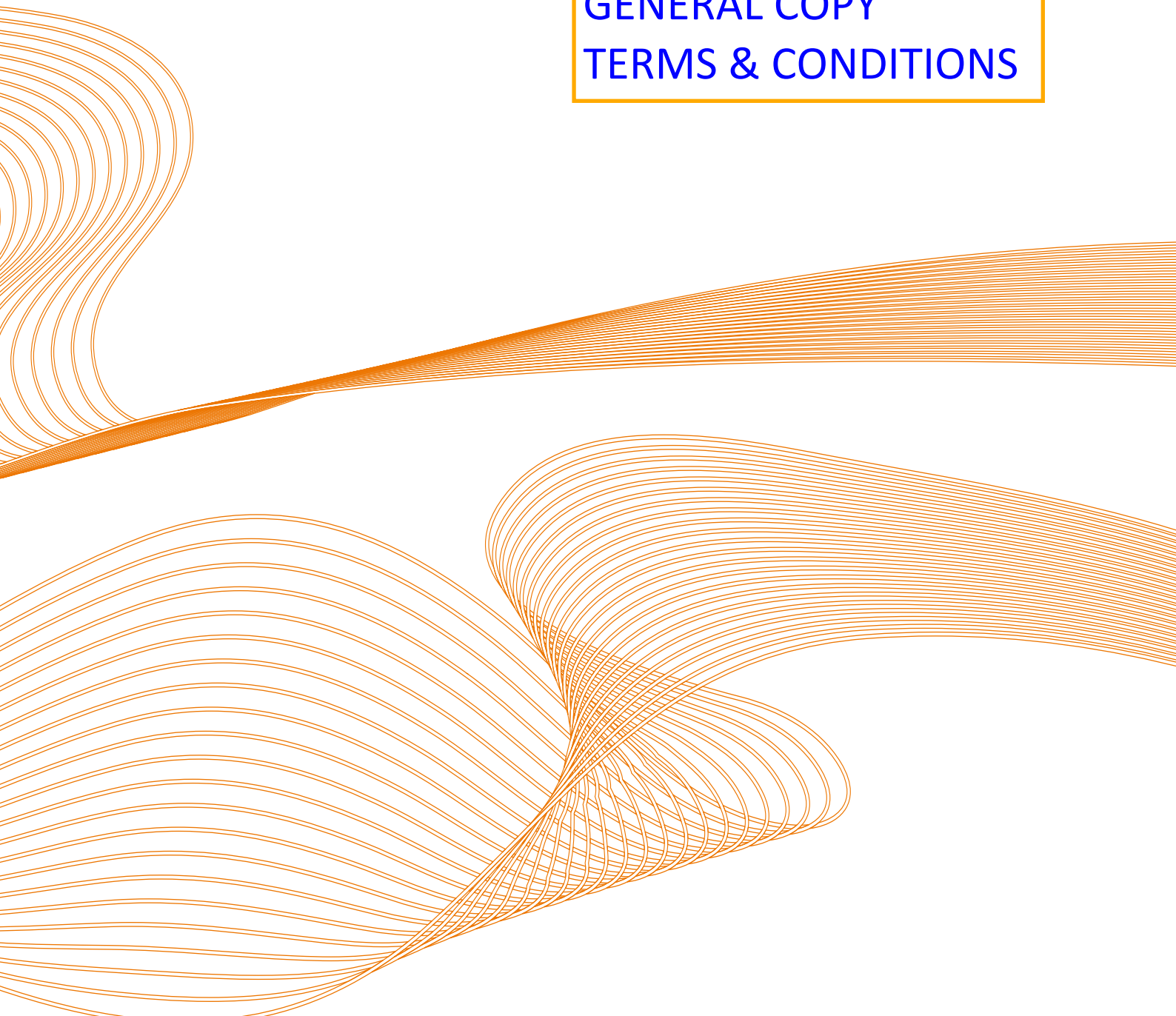


GENERAL COPY
TERMS & CONDITIONS



Phoenix AV Solutions Ltd

FAO: *****

Thank you for asking us to provide this quotation for your project. The details are in the following pages and are as per our discussions regarding your requirements.

As a company, we pride ourselves on providing the best possible, professional service to our clients be that for advice and consultation, systems supply, installation or training. This does mean that we must work together with you to ensure a smooth and trouble free progression to the final solution.

We therefore request that you read the **IMPORTANT NOTES** set out after the quotation which cover some aspects of procedures, installation and general safety. This is to ensure there is no confusion over services, installation procedures and to ensure the safety of all concerned.

If this quotation or any variation of it is acceptable, the submitting of a purchase order by you to us will signify you have read, agree with and will comply with the Important Notes set out in this document.

If you have any further queries or requirements, our details are as follows:

1. Your Direct Contact

- | | | |
|----------------------|-------------------|--------------|
| a. Personal Contact: | Dennis Silverlock | 01939 259340 |
| b. Accounts Contact | Sharleen Toller | 01939 200467 |

2. Phoenix AV Solutions :

- | | |
|------------------------|--|
| a. Main Office Number: | 01939 200467 |
| b. Main Office Fax: | 01939 200467 |
| c. Email: | enquiries@phoenixaudiovisual.co.uk |
| d. Website: | www.phoenix-av.co.uk |
| e. Address: | Phoenix House
'Hollyfields'
Guinea Lane
Weston-u-Redcastle
Shrewsbury
SY4 5XD |

3. Company Details

- | | |
|--------------------------|--|
| a. Company Registration: | 6568190 |
| b. VAT Registration: | 929 9250 83 |
| c. Banking: | Barclays Bank plc, Dudley, West Midlands |
| i. Sort Code: | 20-27-17 |
| ii. Account No: | 13789918 |
| iii. Account Name: | Phoenix AV Solutions Ltd |

IMPORTANT NOTES

1. Quotation

- a. The items and prices on this quotation are correct at the time of printing and are deemed the best possible solution based on the known facts. Prices are valid for 14 days. Phoenix cannot guarantee availability or price stability after this time due to manufacturer and distribution supply and exchange rate fluctuations.
- b. Note that additional 'Builders Discounts' or 'Retention' fees are non applicable nor acceptable.

2. Purchasing

Should you wish to proceed with an order based on the attached quote, please complete it either on headed letter paper or purpose order form (see Para 5a on page 5). A blank order form is available for your use if required at the end of this document. Please ensure:

- i. Has the company / education purchase order number clearly shown and is signed and dated
- ii. Any delivery addresses are clearly marked including contact name and telephone
- iii. Invoice address is clearly shown if different from delivery address

The Purchase order can be either:

- i. Faxed on 01939 200467 - FAO: Sales
- ii. Emailed to enquiries@phoenix-av.co.uk
- iii. Posted to 'Hollyfields', Guinea Lane, Weston-u-Redcastle, Shrewsbury, SY4 5XD

Note: Any received email requesting written initiation of the project may also be deemed a legally binding request and acted on at the discretion of the Phoenix AV management.

3. Equipment

Once the purchase order has been received, it will be deemed correct and the equipment supplied by Phoenix to you. Large items of equipment will usually be delivered direct to you whilst smaller items may be brought by any installation engineers if installation is to be undertaken.

- a. It may be necessary to have equipment delivered direct to your location. As the 'purchaser', it will be your responsibility to ensure the equipment is in good condition, properly signed for and secured / insured until any required installation.
- b. Any equipment held by Phoenix on behalf of you prior to installation will be the responsibility of Phoenix until delivered to site and installed / handed over.
- c. Any equipment brought by the installation engineers and required to be left on site must be signed for by one of your authorised representatives after which it becomes your responsibility as the purchaser of that equipment for security.

4. Authorisation & Installation

- a. Pre-install, you will be sent an Authorisation to Work form which must be signed and returned before any engineers can start work. This outlines our working procedures, Health & Safety aspects you will need to comply with and covers you for any insurances provided by Phoenix.
- b. A person of authority from your company must be available to meet the engineers to confirm the work agreed, any site restrictions or procedures and indicate facilities.
- c. Any areas designated for installation must be cleared and available for the engineers on arrival. They will not be responsible for the removal or security of equipment left in the area. If significant time is lost due to areas not being ready or available resulting in an over-run of time, this could result in a penalty fee if engineers are required to return.
- d. Any pre-delivered equipment must be available in the required areas ready for the engineers.
- e. Your staff members should be made aware of the work being undertaken to ensure there are no conflicts with areas that may hinder the work in progress.
 - i. Late Hours: If late hours are agreed, your supervising staff / security / caretaker must be made aware of the agreement and allow the engineers to work to that time.
 - ii. Late Hours Handover: If late hours are agreed, there must be a person of authority available to sign for any work schedule or equipment handover at the end of the day. Failure to do so could mean equipment being removed for security and penalty charges levied to return and re-install.

5. Payment & Penalties

a. Payment Terms

- i. Goods only orders are payable in full by Proforma Invoice prior to shipment
- ii. For Projects involving goods and installation a 70% pre-Payment deposit by Proforma Invoice¹ is required. The final 30% is payable on completion of installation and sign off. For longer projects, staged payments may be agreed
- iii. Where special and show discounts are offered, purchase orders and any Proforma payments must be received before the given offer final date to qualify. Extension of period is at the discretion of the Phoenix management.
- iv. Balance payment terms are strictly 14 days from invoice. Payments after this period will incur a penalty charge based on 1% of invoice value per week.
- v. Although training may be included within a project, the main project payment must be completed by the agreed dates regardless of when training is to be provided.²
- vi. **Cancellations Important Note:** Once submitted – the Purchase Order will be accepted as a legal document and proof of your acceptance of our terms. If the order is subsequently cancelled, Phoenix will reserve the right to invoice the client any manufacturers’ restocking fee (standard rate of 20%) especially where goods are custom made plus an administration fee of £ 100.

b. Delivery Charges

Due to the increase in delivery charges by manufacturers and distributors, these will also need to be included within the quotation and are shown where relevant.

c. Penalties

We strive to ensure any work we complete is provided quickly and professionally. In order to maintain an ongoing service, we schedule work with our various clients to fit in with their own timescales and convenience and therefore reduce disruption.

If engineers are hindered in any way and cannot complete their task within the designated time or if they are unable to hand-over equipment, they may be forced to remove it all for security / insurance purposes; all of this could require an unscheduled return to the site which in turn could disrupt other scheduled work as well as incur uncalled for costs which we will pass back to you.

i. Forwarding items unsigned for ³	£ 30
ii. Return to re-fit items taken away ⁴	£ 400
iii. Non-scheduled lost work days ⁵	£ 500
iv. Return for hand-over ⁶	£ 250
v. ‘Non-culpable’ call-out ⁷	£ 350

¹ This is due to a history of a high number of late-payers regardless of terms initially agreed, and does not necessarily reflect on the client for this project. After 2 – 3 successful projects, at the management’s discretion, improved terms may be agreed.

² This is due to the possibility of training being postponed or delayed at the request of the client, not Phoenix. If preferred, the training fee can be extracted from the invoice and paid separately by proforma prior to the training date.

³ Includes any items that could go astray such as remote controllers, documents and software, interactive stylus devices etc

⁴ Includes attractive items such as projection systems which must be signed for and covered by the clients’ insurance.

⁵ If signatory not available, items will be removed and the day rate charged to have it re-installed. This may not necessarily be the next day.

⁶ Time lost due to client intervention: e.g. rooms not ready, interruptions to engineers, early closing of site area

⁷ Authorised signatory has not been available to sign handover at end of project resulting in special visit by Phoenix

⁷ Phoenix engineers called out to ‘fix’ problem that transpires as ‘user negligence’ rather than faulty equipment or installation

6. Warranties & Maintenance

Please note the following:

- a. Warranties are valid from date of invoice purchase
- b. Any exchanges must be registered as 'Dead on Arrival' within 14 days of receipt / installation to qualify for exchange providing:
 - i. Any damages occurred during transit are registered at time of receipt
 - ii. Any damages / faults have not been a result of mishandling
 - iii. Items are returned in original packaging
- c. Most manufacturer warranties will be shown as one of the following:
 - i. Return to Base: Client responsibility to package and ship to repair site
 - ii. On-site: Manufacturer will arrange collection and return
 - * Client is to arrange equipment de-install and packaging for collection
 - * Client responsibility to re-install on return
 - iii. Free Loan Support: As above but manufacturer will provide a loan system during repair ⁸

7. Phoenix Service & Extended Warranties

Phoenix AV Solutions support all manufacturer warranties on the equipments provided and strive to ensure the best possible terms.

Phoenix will not be responsible for the take down / re-installation of equipment that becomes faulty during use outside of the manufacturer's warranty unless an extended plan has been agreed on.

a. Phoenix Free Warranty

- i. 12 months on-site for installation hardware and products
- ii. 24 months free telephone technical support and advice service
- iii. 24 months free telephone software support (after completion of relevant training course)

b. Phoenix Enhanced Warranties

- i. 12 months on-site de-install / re-install service (*per system per annum*) ⁹

	1 -3 on-site ¹⁰	4 + on-site
(a) Projection system	£ 100	£ 75
(b) IWB system	£ 100	£ 75
(c) Complete room system - basic ¹¹	£ 175	£ 100
(d) Complete room system – advanced ¹²	£ 250	£ 200
(e) Digital Signage System	£ 100	£ 75
(f) Clean / maintenance support programme	£ p.o.a.	£ p.o.a.

c. Non Warranty Call-Out

A charge of **£ 350 per site visit** will apply to deal with non warranty call-outs and problems

⁸ Loan system may not be same model as original but perform same functions

⁹ Phoenix engineers will arrange to take down the equipment (install loan if supplied), package and return to manufacturer and re-install on return

Includes lamp changes for projectors (bulbs purchased separately except where provided free or as enhanced warranty)

¹⁰ Price per system if 1 -3 held at site or 4 or more

¹¹ Includes IWB, projector, sound system

¹² As above with control system

PHOENIX AV SOLUTIONS LTD

TERMS & CONDITIONS

GENERAL

1. (a) These Terms & Conditions apply to all goods sold and provided by Phoenix AV Solutions Ltd [the 'Seller'] (hereafter termed Phoenix) or any member or subsidiary company and shall prevail over any other terms or conditions contained or referred to in the Buyers order, or in correspondence or elsewhere or implied by trade custom, practice or course of dealing unless such other terms or conditions are specifically agreed to in writing by the seller. The Sellers' agents shall not have the authority to enlarge, vary or exclude any of these conditions. Any purported enlargement, exclusion or variation thereof shall be without effect unless specifically agreed to in writing by the Seller and the Buyer.
- (b) The headings appearing above each condition are included for reference purposes only and shall not affect or limit the interpretation and effect of these conditions.

QUOTATIONS

2. (a) A quotation by the seller shall constitute an invitation to treat and not an offer. The Seller may withdraw or amend any quotation at any time prior to the Seller's acceptance of the Buyers order.

PRICE

3. (a) The price payable for the goods sold shall be that agreed between the parties and indicated in the purchase order to which these terms are attached.
- (b) Unless otherwise agreed by the Seller in writing, all prices shall be deemed to be exclusive of Value Added Tax which shall be payable in addition by the Buyer at the rate prevailing at the tax point.
- (c) Unless otherwise agreed by the Seller in writing, the Seller reserves the right to charge the Buyer the cost of transportation of the goods to the destination requested by the Buyer, which cost shall be agreed in writing between the parties prior to such transportation being undertaken.

TERMS OF PAYMENT

4. (a) Payment for goods supplied shall become payable not later than 14 days from the date of invoice.
- (c) The Buyer shall not be entitled to withhold or set off payment of any amount due to the seller under the terms hereof whether in respect of any claim by the Buyer in respect of any goods supplied by the Seller or for any other reason which is contested or for which liability is not admitted by the Seller.
- (d) Without prejudice to the Seller's right to enforce payment if the Buyer fails to make payment as herein before provided the Seller shall be entitled to charge interest on any balance outstanding from the date the same became due for payment at the rate of 2% over the Bank of England base rate from time to time.
- (e) Interest shall become due and payable pursuant to the foregoing clauses only on such portion of the account which is not the subject of any dispute or query.
- (f) If in the case of any sale involving more than one delivery default is made in payment on the due date the Seller shall have the right forthwith to suspend any further deliveries until such overdue payment is made.
- (g) If at any time the Buyer (being an existing credit account customer) being a company shall alter its constitution or being a sole trader or partnership shall become incorporated or amalgamated with others it shall be the duty of the Buyer to give prior written notice to the Seller of the intended change (should) the Buyer wish to continue credit account facilities following any intended change. Continuance of trading with the amalgamated entity or commencement of trading with a new entity shall be in the sole discretion and only deemed undertaken by the Seller if a written acknowledgement and acceptance is issued by the Sellers Credit Controller or sales Director or Company Secretary.

DELIVERY

5. (a) Delivery dates mentioned in any quotation or acceptance form or elsewhere are approximate only and not of any contractual effect but the Seller shall use best endeavours to deliver on any particular date or dates stated.
- (b) Where delivery to site is undertaken by the Seller it is on the understanding that there is a suitable road to the point on the site where delivery is requested. If no such road exists delivery will be made to the nearest point to which in the opinion of the Seller's driver motor lorries can safely proceed and unload.
- (c) All necessary labour and equipment required to unload materials promptly shall be supplied by the Buyer and the Seller's driver shall not be responsible for unloading.
- (d) If the Buyer refuses or fails to take delivery of goods tendered in accordance with the Contract the Seller shall be entitled to immediate payment in full for the goods so tendered. The Seller shall be entitled to store at the risk of the Buyer any goods of which the Buyer without just cause refuses or fails to take delivery and the Buyer shall in addition to the purchase price pay all costs of such storage and any additional costs or carriage incurred as a result of such refusal or failure.

RISK

6. The risk in the goods shall pass on to the Buyer upon delivery in satisfactory condition.

TITLE TO GOODS

7. Until the Seller has been paid in full the price of the goods and the cost of packaging together with any interest and charges thereon:-
 - (i) Ownership of the goods shall remain in the Seller, and the Buyer shall hold the goods as bailee fiduciary owner for the Seller.
 - (ii) The buyer has a right to sell and deliver the goods to third parties in the ordinary course of his business towards such third parties as a principal and not as the Seller's agent, but it shall hold all proceeds of sale on trust for the Seller in a separate bank account, the Buyer hereby assigning to the Seller all rights and claims which the buyer may have against its customer arising from such sales until full payment is made as aforesaid.
 - (iii) The Buyer shall if required by the Seller store the goods in such a way as clearly to show the Seller's ownership of them.
 - (iv) The Buyer shall notify the Seller immediately upon demand by the Seller of the places where the goods are situated.
 - (v) The Buyer shall afford to the Seller reasonable access to the goods during all normal business hours whether they are upon land occupied by the Seller or its customers and the Buyer shall deliver the goods up to the Seller at its written request and allow the Seller to remove the same.

SELLER'S LIABILITY

8. (a) The Seller does not exclude liability for death or personal injury to the extent that it results from the negligence of the Seller, its servants or agents.
- (b) The Seller accepts liability for any breach on its part of any undertaking implied by section 12 of the Sale of Goods Act 1979 or by section 8 of the Supply of Goods (Implied Terms) Act 1973.

- (c) The Seller does not accept liability for shortages in quantities delivered unless the Buyer notifies the Seller of any claim for short delivery of the goods within 2 working days of the delivery to the Buyer or Buyer's instructions. In such circumstances the Seller's liability shall be restricted to making good the shortage.
- (d) The Seller agrees to replace or repair free of charge any goods which are defective, but only if the same is reported to the Seller in writing within 14 working days of delivery of the goods to the Buyer or of discovery of the fault by the Buyer., but the Seller will not be responsible either for the cost of removing any defective goods from any place where they are installed or affixed (or for making good the said place after removal) or for the cost of installing or affixing in such place any repaired or replacement goods unless the same shall have been previously agreed in writing with a Director of the Seller.
- (e) Save as aforesaid, all liability for any representations whether oral or in writing and all guarantees, conditions or warranties whether expressed or implied by statute, common law or otherwise is hereby excluded. The Seller shall not be liable for any indirect loss (including consequential loss), damage or delay or expense of any kind whatsoever and howsoever caused (including by the negligence of the Seller its servants or agents).
- (f) Save as to the matters set out in (a) and (b) above, the Buyer acknowledges and agrees that he is able (if he so wishes) to insure against the risk of any loss (including consequential loss), damage or delay or expense of any kind whatsoever and howsoever caused (including by the negligence of the Seller its servants or agents).
- (g) If the Buyer is dealing as consumer as defined by section 12 of the Unfair Contract Terms Act 1977 the Seller does not exclude liability for obligations arising under sections 13, 14 and 15 of the Sale of Goods Act 1979 or under sections 9, 10 and 11 of the Supply of Goods (Implied Terms) Act 1973.
- (h) Where fine or special tolerances are required in the goods supplied beyond those generally accepted in the building trade, no liability will attach to the Seller unless such fine tolerance are notified in writing to the Seller at the time of the order and the Seller has acknowledged in writing that it is prepared to accept such an order.

PACKAGING

9. (a) A charge will be made by the Seller for packaging to cover the cost of labour and materials if as and where necessary.
- (b) Goods returned by the Buyer to the Seller for any agreed reason must be sent in the original packaging.
- (c) Polythene sacks will be non-returnable.
- (d) The Buyer is strongly advised to retain any original transportation packaging, cartons or boxes of any electronic or delicate goods in case of future transportation requirements of any kind.

CANCELLATIONS OF ORDERS

10. The Seller may acting reasonably accept or reject the cancellation of any order once such order has been accepted by the Seller. The Seller will in no circumstances accept the cancellation of an order for goods which are to be specially made or obtained once such an order has been accepted by the Seller nor will any allowances be made in respect of such goods where they are subsequently returned.

RETURN OF GOODS

11. (a) The Seller may in its sole discretion accept or reject the return of any goods that have been incorrectly ordered. In the event that the Seller decides to accept the return of such goods, such acceptance shall be upon such terms as the Seller may determine and in particular the Seller reserves the right to charge for the carriage and handling of such goods.
- (b) Goods returned by the Buyer to the Seller for any prior agreed reason, must be correctly packed and dispatched in the original and proper containers. The Seller shall not be held liable for any damage to goods received in non-standard or improvised packaging or container.
- (c) The Buyer will be responsible for the safe dispatch, incurrence cost of returned goods unless prior arrangement or agreement has been made in writing by the Buyer.

FORCE MAJEURE CLAUSE

12. The Seller shall be under no liability for any loss (including consequential loss), damage, or delay or expenses of any kind whatsoever caused wholly or in part by Act of God, outbreak of war, civil commotion, government policies or restrictions or control, including restrictions of export or import or other licences, trade or industrial disputes of whatever nature, whether or not such dispute involves the Seller, his servants or agents, or by any other contingency whatsoever which is beyond the control of the Seller.

BUYER'S BANKRUPTCY OR INSOLVENCY

13. If the Buyer makes a proposal for or enters into a scheme of arrangement or a composition with his or its creditors or fails to comply with a statutory demand for the repayment of a debt within the time therein allowed, or if (where the Buyer is an individual or, where the Buyer is a partnership, in the case of any individual partner) an application is made to the court under Part VIII of the insolvency Act 1986 for an interim order for the purpose of a voluntary arrangement or an order is made for the administration of his estate pursuant to Part VI of the County Court Act 1984 or a bankruptcy petition relating to him is presented to the court, or he is adjudged bankrupt, or if (where the Buyer is a company) a petition for an administration order is presented to the court pursuant to Part II of the insolvency Act 1986 or the Buyer passes a resolution or the court makes an order that it shall be wound up (otherwise than for the purpose of amalgamation or reconstruction) or a receiver or administrative receiver is appointed of any of the assets or undertaking of the Buyer or circumstances arise which entitle the court to make a winding-up order or (whether the Buyer is a company, a partnership or an individual) the Buyer takes or suffers any similar action in consequence of debt, the Seller may stop any goods in transit and suspend further deliveries and may forthwith determine the contract without prejudice to the continuation of all the Seller's rights hereunder and to any existing claims.

NON-WAIVER OF RIGHTS

14. The failure by either party to the contract exercise any rights conferred by the contract shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter.

NOTICES

15. Any notices hereunder shall be permanent readable from and shall be deemed properly delivered if addressed to the party concerned at its principle place of business or last known address.

HEALTH & SAFETY AT WORK ACT 1974

16. Certain products supplied by The Company could if incorrectly used, give rise to risks to health and safety. Information in respect of such products is freely available.

Contacts

PHOENIX AV SOLUTIONS LTD
'HollyFields', Guinea Lane,
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