

VESA MOUNT LIMITED – TERMS & CONDITIONS OF SALE – AS OF JULY 2006

GENERAL

All orders are accepted by Vesa Mount Ltd on these conditions of sale which supersede any other terms appearing in any previous catalogue or elsewhere, and, unless otherwise specifically agreed in writing on Vesa Mount Ltd documentation by a Director of Vesa Mount Ltd, these conditions of sale override and exclude any other stipulated or incorporated or referred to by the customer, whether in the order or during any negotiations between Vesa Mount Ltd and the customer. All descriptions and illustrations contained in the Vesa Mount Ltd catalogue or any price list or otherwise communicated to the customer are intended merely to present a general idea of the Products, and nothing contained in any of them shall form any part of the contract between Vesa Mount Ltd and the customer.

PRICES

All prices quoted are 'NET TRADE' and exclude Value Added Tax. Value Added Tax will be charged at the applicable rate at the date of invoice. Whilst every effort will be made to maintain prices quoted in this catalogue, Vesa Mount Ltd reserves the right to effect changes without prior notice at any time before despatch.

ORDERING

To assist prompt despatch, please use the stock number shown on the product description. Orders are executed to the customer's exact requirements, and we do not substitute one Product for another unless instructed to do so, or unless the Product has been superseded. Vesa Mount Ltd does not hold a back order system, therefore out of stock items against orders will be considered cancelled unless prior arrangement has been agreed with Vesa Mount Ltd. Where back orders are required, it may be necessary to impose a small delivery charge. All order quantities will be automatically rounded up to meet the MQ. (MQ = Minimum / Multiple quantity).

DELIVERY

Orders less than £130.00 NET will be charged as follows:
One carton £11.50, additional cartons £6.00 each
Letter post items charged at cost, minimum £1.50 Special Deliveries including Saturday will incur additional surcharge at cost. Please note these charges apply for deliveries to Account Customer address only - any delivery required to addresses other than this will be surcharged accordingly. Deliveries to private addresses will incur additional charges. Islands, Channel Islands, Scottish Highlands & Northern Ireland (PH19-44, PH49-50, IV, KW, PA20-88, ZE, KA27 & KA28, HS & all Isle of Man, Wight and Scilly). Deliveries will be charged carriage at cost regardless of order value - An additional 48 hours should be allowed for all deliveries to the Scottish Highlands

TRANSIT DELAYS, NON-DELIVERY AND INSPECTION

In no circumstances shall Vesa Mount Ltd be liable to compensate the Customer in damages or otherwise for non-delivery or late delivery of the Products or any of them for whatever reason or for any loss consequential or otherwise arising from non-delivery or late delivery. Advice should be made in writing, regarding non-delivery, damages or discrepancies within 10 days of date of invoice. Damages, shortages and other discrepancies must be made within 2 days of receipt of goods. Carriers notes must be endorsed 'unexamined' otherwise no claim can be entertained. Parcels received in damaged condition must be refused. We cannot accept any responsibility unless the above conditions are met.

WARRANTY

Vesa Mount Ltd warrants that it will, at its option, replace or repair or refund the purchase price of any Product supplied by Vesa Mount Ltd in which under normal and proper use defects appear, subject to the claim being made in writing to Vesa Mount Ltd within 12 months of date of invoice, or such other period as may be indicated by Vesa Mount Ltd for specific products from time to time, provided that the Products are returned to Vesa Mount Ltd within that period suitably packaged and carriage paid.

PASSING OF PROPERTY AND RISK

The risk of loss or damage to the Products shall pass to the Customer at the time of delivery. The property in the Products shall not pass to the Customer until all sums due or owing to Vesa Mount Ltd by the Customer on any account have been paid. If the Customer defaults in the punctual payments of any sums owing to Vesa Mount Ltd., then Vesa Mount Ltd shall be entitled to the immediate return of all Products sold by Vesa Mount Ltd. to the Customer, and the Customer hereby irrevocably authorises Vesa Mount Ltd. and its employees and agents to recover the Products and to enter any premises of the Customer for that purpose. Demand for recovery of the Products by Vesa Mount Ltd. shall not of itself discharge either the Customer's liability to pay the whole of the price and take delivery of the Products or Vesa Mount Ltd's right to sue for the whole of the price.

PRODUCT AND AVAILABILITY INFORMATION

Specifications provided in the catalogue are given in good faith and to the best of Vesa Mount Ltd's knowledge and therefore does not constitute as a guarantee. Vesa Mount Ltd recommends that the Customer verifies

dimensions and other data published in the Vesa Mount Ltd's catalogue together with future availability, before incorporating Products into designs or for other critical purposes. The Customer shall be responsible for ensuring the fitness of the Product for the Customer's application. Vesa Mount Ltd. reserves the right without prior notice to discontinue any Product or to apply design changes or alter specifications as part of its continuous programme of Product improvement, or to assist Product availability.

PAYMENT AND NEW ACCOUNTS

New Customers wishing to open accounts are required to furnish their banker's name and two trade references and complete Vesa Mount Ltd's credit application form. Initial orders for goods required must be made by cheque with order or by credit card until a credit rating has been established. Credit terms are available (subject to satisfactory references and a completed credit application form). Credit card payment is acceptable only on new orders. Outstanding accounts can not be settled by credit card. Vesa Mount Ltd. Reserve the right to decline any order under £65.00 NET TRADE VALUE where payment by credit card is to be made. Credit terms are strictly 14 days NET. No further goods can be despatched before payment is made on overdue invoices. Please ensure that all cheques and postal orders are made out to VESA MOUNT LTD. and are crossed. All payments must be made without any set-off deduction or counterclaim.

RETURNS AND HANDLING CHARGE

No goods can be returned without Vesa Mount Ltd's prior consent. Subject to Vesa Mount Ltd's prior consent having been obtained, Products must be returned direct to Vesa Mount Ltd and not given to the company's representative unless authorised by Vesa Mount Ltd. All goods returned are to be accompanied by a returns note stating: Name and Address of Sender, Date and No. of relevant Invoice, Reason for returning goods, Nature of Fault. If any of the above conditions are not met Vesa Mount Ltd reserves the right to credit the Products at the lowest sale price and apply a 25% handling charge. Goods incorrectly ordered by Customers and returned for credit are subject to a handling charge of 25%. Special orders placed for non-stocked items cannot be returned for credit. Where personal collection of goods has been requested by the customer, it should be noted that this must be done within 48 hours of arranging the collection. Goods not collected within this period will be returned to stock and a restocking charge will be invoiced to the customer.

ORDER CANCELLATIONS

Cancellations or part cancellation of any order can only be accepted after prior negotiation and agreement to terms which will indemnify Vesa Mount Ltd. against any expense incurred. In the event of part cancellation Vesa Mount Ltd reserves the right to invoice for any difference in selling price applicable to the quantity despatched up to the time of cancellation.

COPYRIGHTS AND PATENTS

All products offered for resale within the Vesa Mount Ltd's catalogue are subject to any patent, trademark, registered design or copyright or other right of any person. The contents of the Vesa Mount Ltd's catalogue are the copyright of Vesa Mount Ltd and may not be reproduced in whole or in part without the written permission of Vesa Mount Ltd.

LIABILITY

There shall be no condition or warranty, expressed or implied binding Vesa Mount Ltd as to the quality of the goods supplied nor that they will be suitable for any particular purpose or for use under any specific conditions. Under no circumstances whatsoever will any liability be accepted for damages or consequential loss arising in connection with any goods or material of any description supplied by Vesa Mount Ltd.

SPECIFIC CONDITION OF SALE

Vesa Mount Ltd reserves the right to decline to trade with any company or person. In the event that Vesa Mount Ltd declines to accept an order in respect of which payment has been received, the full amount of such payment will be refunded.

EXPORT BUSINESS

These conditions do not apply to export transactions for which separate conditions of sale exist. In the event that Products supplied within this country are ultimately exported, the customer will be responsible at their expense for obtaining any licence and complying with any export regulations within this country and the country for which the goods are destined.

DATA PROTECTION/MONEY LAUNDERING REGULATIONS

Vesa Mount Ltd may from time to time need to pass on information to our bankers/insurers. To satisfy money laundering regulations, we may make checks on your identity and address. If we need further evidence, we will write and let you know.

Credit Cards surcharges apply - currently at 2.5%.