



## TERMS & CONDITIONS OF BUSINESS FOR BRIGHT MEDIA LTD

### Prices

The prices contained in any quotation are based on conditions ruling at the date thereof. If any increase howsoever arising in the cost of merchandise including but without being limited to any increase in the costs of manufacturing or raw materials, labour or transport occurs after such date. Bright Media shall be entitled (subject to any statute or regulation) to make such addition to the contract price as shall be reasonable in the circumstances.

### Payment Terms

Payment is due 30 days from the date of invoice, for approved account holders, subject to any credit limits in force, otherwise as quoted at the time of order. If any amount remains unpaid after 60 days then all invoices then in existence, whether or not due for payment, become payable. Without prejudice to any other rights it may have Bright Media reserves its right to claim interest pursuant to section 69 of the County Courts Act 1984 at a rate of 8% on any overdue payment of any invoice or part thereof.

### Value Added Tax

All prices are exclusive of V.A.T., which will be charged at the rate of ruling at the time of despatch.

### Title of Goods

Immediately upon delivery to the customer of any goods agreed to be sold by Bright Media to the customer shall become the bailee thereof and the legal title thereto shall be retained by Bright Media as the Bailor. Legal title to the goods shall not pass to the customer unless and until the customer shall have discharged all its indebtedness to Bright Media in respect of goods. Until all indebtedness is discharged, Bright Media has the right to re-possess the goods and reserves licence to enter the customer's (or subject buyer's) premises for that purpose.

Notwithstanding the terms of (1) above the customer shall be entitled before discharging its obligations to Bright Media to resell the goods or any of them. Upon such re-sale and without derogating from Bright Media's other remedies (including its right to trace) the customer shall hold the proceeds of sale upon trust for Bright Media such time all the customer's indebtedness to Bright Media under any contract of sale entered into between them or otherwise shall have been discharged. Similarly the benefit of any insurance proceeds should the goods become damaged prior to re-sale shall be held on trust for Bright Media until such time as all the customer's indebtedness to Bright Media has been discharged.

### Short Delivery and Defective or Damaged Goods

Claims for short delivery or delivery where the goods do not conform to the delivery note must be made in writing within 48 hours of receipt of goods. Claim for defective or damaged goods must be made in writing 7 days of receipt of the goods.

### Delay/Non Delivery

Invoices are issued on the day following shipment of goods from Bright Media's warehouse. If the customer does not receive the goods within 10 days from the date shown on the invoice Bright Media must be notified immediately by telephone followed by confirmation in writing. No responsibility can be accepted by Bright Media for transit losses but every assistance will be given in making claims on carriers providing non-receipt is notified within the time limit.

### Return of Goods

Bright Media is unable to accept the return of merchandise without prior consent. Before returning merchandise Bright Media must be notified in writing with the details included of the merchandise, the invoice number and date. Authorisation for returns, if appropriate, will then be given. In relation to hardware products authorisation will only be given if the unit is complete with all accessories, cable, manuals, etc., is in brand new condition and is in original pristine packaging.

### General

Bright Media shall not be liable for any failure to perform its obligations when such failure is due to any cause beyond its reasonable control.

### Cancellation

Bright Media shall be liable for any non-recoverable costs incurred by Bright Media should the customer cancel any order it has placed with Bright Media. All cancellations must be confirmed in writing within 48 hours of any verbal notification.