

BLUEPRINT GAMING LTD

STANDARD CONDITIONS OF SALE

1. **GENERAL**
 - (a) In these Conditions 'the Seller' means Blueprint Gaming Ltd, and 'the Buyer' means the person, company or firm by whom the Seller's Goods referred to in the tender are purchased.
 - (b) Unless otherwise expressly agreed in writing by the Seller, every sale by the Seller shall in every case be subject to these Conditions to the exclusion of any other terms whether contained in any earlier set of conditions used by the Seller or in a form of order or any other document issued by the Buyer or otherwise arising whether expressly or by implication. Any quotations given by the Seller do not constitute an offer. Orders placed with the Seller shall not be binding on the Seller unless and until accepted by it in writing.
 - (c) Director and no other action on the part of the Seller (whether delivery of the Goods or otherwise) shall be construed as an acceptance of any conditions.
 - (d) These Conditions along with the matters referred to on the face of the Seller's quotation and / or acceptance or order embody the entire understanding of the parties and supersede and prior promises, representations, undertakings or implications.
2. **DESCRIPTION OF GOODS**

Except as otherwise agreed in these Conditions, all drawings, descriptive matter, samples, specifications and advertising matter are published or issued for the sole purpose of giving an approximate idea of the Goods and no information contained in any of them or in any other documents whatever shall form part of the contractual description of the Goods unless expressly referred to in the Seller's Quotation or acceptance of order. The Seller reserves, the right to make without notice such reasonable modifications in specifications, designs, materials, or finishes as it deems necessary or desirable. The Buyer shall not be entitled to object to or reject the Goods or any of them by reason of such reasonable modifications.
3. **DELIVERY**
 - (a) Unless otherwise agreed by the Seller in writing, the Goods shall be supplied to the buyer ex works. The Seller shall notify the Buyer once the Goods are available for collection. The Buyer will arrange for the same to be collected within 7 days of such notification. The Buyer will give the Seller at least 2 days notice of the time and manner in which he proposes to collect the Goods. If the Seller agrees with the Buyer in writing to send the Goods to the Buyer's premises, the Seller will arrange for carriage and insurance and shall notice the Buyer of all costs incurred by the Seller. The Buyer shall reimburse the Seller for all such costs at the time as making payments for the Goods.
 - (b) Where the Goods are sent to the Buyer by the Seller, the Seller shall not be liable in respect of any damage in transit or non-delivery of the Goods howsoever caused (including negligence) unless notice in writing is given to the carrier and to the Seller within the period specified in the contract of carriage (or within 48 hours when Goods were received or would in the ordinary course of events have been received) whichever is the earlier.
 - (c) Where the Goods are sent to the Buyer by the Seller, times or dates quoted by the Seller for delivery are intended as an approximate estimates only. Every endeavour will be made to adhere to such times or dates but the Seller will not be liable to the Buyer for any loss or damage (whether direct, indirect or consequential) sustained by the Buyer as a result of the Seller's failure to do so.
4. **FORCE MAJEURE**
 - (a) The Seller shall not be liable to the Buyer for any delay in supplying the Goods when such delay is caused by any circumstances beyond the Seller's reasonable control including, with prejudice to the generality of the foregoing, industrial action, civil disturbances, war, Act of God, fire, explosion, flood, seizure, arrest or requisition of the Goods or any materials, failure of any of the Seller's usual sources of supply Goods or materials, government regulations, requirements quotes or license restrictions, shortage of or delay in obtaining fuel or power.
 - (b) If the Seller shall pursuant to sub-clause (a) above tender to the Buyer less than the contractual quantity of Goods or shall tender any Goods later, the Buyer shall accept and pay for the Goods so tendered.
 - (c) If performance of the contract shall be wholly or partially suspended pursuant to sub paragraph (a) of this Condition for any continuous period exceeding 90 days, either party may cancel the contract by notice in writing to the other without prejudice to any rights which have occurred before such cancellation.
 - (d) If delivery shall be delayed or shall be wholly or partially suspended by reason of any breach of contract of these Conditions by the Buyer or by any of the circumstances mentioned in sub paragraph (a) of this Condition, the Seller may (without prejudice to any other right conferred upon it in any such event by the contract by law) require the Buyer to procure any further or additional document or license or to procure to be amended any document or license (including any letter of credit or other payment document) to such extent as may be necessary to enable to Seller to deliver the Goods and to obtain payment therefore under such letter of credit or payment document, and the Buyer shall comply with such requirement at the cost of the Buyer.
5. **PRICE**
 - (a) Unless otherwise agreed in writing by the Seller all prices quoted are net ex works and are exclusive of Value Added Tax (VAT) customs duties and import levies or any similar duties or levied, carriage and package charges.
 - (b) Prices of Goods quoted by the Seller in its acceptance of order are based on the cost prevailing at the time of acceptance. Goods will be invoiced at prices ruling at the date of despatch (and in the case of instalment delivery at the date of despatch of each instalment). Any increase in price between the time of acceptance of order and date of despatch shall fairly represent the increase in cost to the Seller of manufacture and distribution of the Goods and the event of dispute such amount shall be determined by the Seller's Auditors whose decision shall be conclusive and binding of the Buyer.
6. **PAYMENT**
 - (a) Unless otherwise agreed by the Seller in writing, all Goods shall be paid for when ordered. If the Seller agrees to allow credit trading facilities to approved Buyers, all Goods must be paid for within 30 days of invoice, or those terms specified on our invoice.
 - (b) Coinage and delivery dates must be stated on the original order.
 - (c) Time for payment shall be of the essence. Where any sum owed by the Buyer to the Seller under this or any other contract is overdue the Seller may withhold any deliveries of Goods due to be made under this contract until arrangements as to payment or credit have been established which are satisfactory to the Seller.
 - (d) Interest shall automatically accrue at 3% above the current Barclays Bank PLC base lending rate on all sums overdue for payment, before, as well as after judgement.
 - (e) The Buyer shall pay the price of Goods (including any increased price pursuant to clause 5 hereof) without any deduction whether by way of set off counterclaim or otherwise howsoever.
7. **RISK IN THE GOODS**
 - (a) Risk in the Goods shall pass to the Buyer on collection from the Seller's premises by the Buyer or his carrier or agent or on despatch of the Goods by the Seller to the Buyer.
8. **DAMAGE OF DEFECTS**
 - (a) The Seller warrants that the Goods shall at the time of delivery be free from defect in workmanship and materials. If any Goods do not conform to this warranty the Seller will at its option:-
 - (i) replace the Goods not to conform to the warranty
 - (ii) take such steps as the Seller deems necessary to bring the Goods into a state where they are free from such defects; or
 - (iii) take back the Goods found not to conform to the warranty and refund the appropriate part of the purchase price. Provided that the liability of the Seller shall in no event exceed the purchase price of the Goods, and performance of any of the above options shall constitute an entire discharge of the Seller's liability under this warranty.
 - (b) The foregoing warranty is conditional upon:-
 - (i) the buyer giving written notice to the Seller of the alleged defect in the Goods such notice to be received by the Seller within 7 days of the time when the Buyer discovers or ought to have discovered the defect and in any event within 1 month of delivery of the goods, and
 - (ii) the buyer affording the Seller a reasonable opportunity to inspect the Goods and, if so requested by the Seller, returning the allegedly defective Goods to the Seller's works, carriage prepaid, for inspection to take place there; and
 - (iii) Goods not having been altered in any way whatsoever or not having been subjected to misuse of unauthorized repair; and
 - (iv) Goods having been properly installed and connected; and
 - (v) the Buyer complying with its obligations under this or any other contract made with the Seller.
 - (c) Save as provided in conditions 8(a) and in section 12 of the sale of Goods at 1979:-
 - (i) all conditions and warranties, express or implied, as to the quality or fitness for any purpose of the Goods are hereby expressly excluded; and
 - (ii) the Seller shall be under no liability for any loss or damage (whether direct, indirect or consequential) however arising which may be suffered by the Buyer.
 - (d) In the event that, notwithstanding the foregoing provisions of this Condition, the Seller is found liable for any loss or damage suffered by the Buyer, that liability shall in no event exceed the purchase price of the Goods.
9. **TERMINATION OR CANCELLATION**

In the event of:-

 - (a) any distress, execution or other legal process being levied upon any of Buyer's assets; or
 - (i) the Buyer entering into any arrangements or composition with its creditors, committing any act of bankruptcy or (being a corporation) an order being made or an effective resolution being passed for its winding up except for the purposes of amalgamation or reconstruction, or a petition for the appointment of any administrator being presented in respect of it; or
 - (iii) non payment by the Buyer on the due date of any monies due from it to the Seller,
 - (iv) the Seller shall be entitled to suspend all or any future deliveries and instalments under this or any other contract, and on written notice to cancel the undelivered portion of this or any other contract, and on written notice to cancel the undelivered portion of this or any other contract between the Buyer and the Seller.
 - (b) In the event of any such cancellation by the Seller in accordance with sub paragraph (a) above the Buyer shall remain fully liable to pay to the Seller the full purchase price for the Goods less (a) any disposal value (as assessed by the Seller) of any work in progress of finish Goods manufactured by the Seller for the purpose of the contract (b) any expenses of purchasing raw materials or components for the Goods that have been avoided by the Seller as the result of such cancellation (as determined by the Seller).
10. **RESERVATION OF TITLE**
 - (a) The Property in Goods shall not pass to the Buyer until the full price of the Goods and Goods which are the subject to any other contract between the Buyer and the Seller is paid.
 - (b) Until such time as the full price of all such Goods has been paid:-
 - (i) They shall be held by the Buyer in a fiduciary capacity and stored by the Buyer at its premises in such a manner that they are clearly identifiable as the Goods of the Seller shall be kept separate from any other Goods whether or not supplied by the Seller;
 - (ii) They shall be handed over to the Seller on demand and Seller shall be entitled to retake possession of them without prejudice to any of its other rights against the Buyer and the Seller is hereby granted a license to enter the Buyer's premises for the purpose of recovering the Goods.
 - (c) If the buyer fails to pay for the Goods in accordance with these terms the Seller will have the right to bring an action against the Buyer for the price of Goods at any time notwithstanding property in the Goods as not been passed to the Buyer.
11. **DELIVERY BY INSTALMENT**

Where more than one item of Goods is included in any order, the Seller shall be entitled to make delivery by instalments; in such cases the delivery date shown on the Seller's acceptance of order shall be deemed to be the estimated delivery date of the first instalment and the remaining instalments will be delivered within a reasonable time of the first instalment. The contract shall be construed as a separate contract in respect of each instalment. Nevertheless, failure to accept delivery of an/or pay for any instalment shall entitle the Seller to treat the contract as repudiated or alternatively to store the Goods at the Buyer's risk and the Buyer shall be liable to the Seller for the reasonable cost of doing so.
12. **INTELLECTUAL PROPERTY RIGHTS**

The Buyer shall indemnify the Seller against all damages, penalties cost and expenses to which the Seller may become liable as a result of work done in accordance with the Buyer's instructions which involves the infringement of an letters patent, trademarks, copy right or registered design.
13. **EXPORT CONTROL**

The Goods may contain components which are subject to Export restrictions under the Export of Goods (control) order 1989 or Export Control imposed by the Department of Commerce of the United States of America. The Buyer to comply with, and hold the Seller harmless against, and current restrictions imposed from time to time by either the US Federal Authorities or the British Government on the export or re export of the Goods. The Seller shall supply the Buyer of request with such drawings, descriptive matter, samples and specifications as shall enable the Buyer to decide whether the Goods are subject to such export restrictions or control.
14. **GOVERNING LAW**

This contract shall be governed by English Law and the Buyer and the Seller submit to the jurisdiction of the English Courts.