



STANDARD CONDITIONS OF SALE

1. GENERAL:
 - a. In these conditions “the Company” means 24 Seven Gaming Ltd and “the Purchaser” means the person, company or firm by whom the Goods are purchased and “the Goods” means any Goods or Services which the Company supplies to the Purchaser from time to time.
 - b. “Associated Company” means any subsidiary or any holding company from time to time of the Purchaser, and any subsidiary from time to time of a holding company of the Purchaser. The words ‘holding company’ and ‘subsidiary’ shall have the meanings ascribed to them by the Companies Act 2006 section 1159.
 - c. “Intellectual Property” means patents, copyright, trade mark, rights in designs, the right to sue for passing off, database rights and all other intellectual property rights, in each case whether registered or unregistered which subsist or will subsist now or in the future in any part of the world.
 - d. “Order” means the Purchaser’s order for the Goods, as set out in the Purchaser’s purchase order form or the Purchaser’s verbal order by telephone or the Purchaser’s written acceptance of the Company’s quotation as the case may be.
 - e. The conditions shall apply to all quotations and contracts for the supply of Goods unless expressly varied or excluded in writing signed by a Director of the Company.
 - f. Unless expressly agreed in writing, signed by a Director of the Company any terms and conditions in the purchaser’s order or otherwise shall not apply.
 - g. If any of these conditions or any part thereof are rendered, void or unenforceable by any legislation to which they are subject, it shall be so void and unenforceable to that extent and no further.
 - h. In agreeing to this transaction the Purchaser confirms he holds the correct licences to handle the Goods supplied. Such licences in the UK are issued by the Gambling Commission.
2. ACCEPTANCE
 - a. All orders are subject to written acceptance by the Company and are accepted on the understanding that these conditions apply. Orders accepted cannot be cancelled without the Company’s written consent and on terms which will indemnify the company for all loss.
3. DELIVERY
 - a. The Company whilst making every effort to effect prompt delivery will not unless otherwise agreed in writing and signed by a Director of the Company, be liable for loss or damage occasioned by delay in delivery however caused, and any dates expressed in the contract or quotation are given subject to this condition.



- b. Delivery of the Goods shall take place:-
 - i. Where the Company undertakes delivery of the Goods, when the Goods off loaded from the Company's vehicle or that of the carrier at the station, port or location specified by the Purchaser,
 - Or
 - ii. Where the Purchaser undertakes the delivery of the Goods when the Goods are loaded onto the Purchaser's vehicle, or that of his designated carrier at the Company's premises or other pre-arranged location.

- 4. PRICE
 - a. Unless otherwise stated in the contract, all prices in quotations and contracts apply to the Goods unpacked net ex-works, and are exclusive of Value Added Tax (VAT) are payable strictly net in £ sterling in the UK.
 - b. All quoted prices are subject to alteration without prior notice and all orders are accepted on the understanding that expressly agreed in writing they will be invoiced at prices ruling at the day of despatch. The Purchaser will pay the price so invoiced.
 - c. Any matter apart from the supply of the Goods, such as modifications, tests or inspections, carriage, insurance, packing or samples shall be charged to the Purchaser. Goods will consigned by road transport at ordinary Goods rate. Orders instructing despatch by other means will be subject to an additional charge to cover the Company's extra cost.

- 5. PAYMENT
 - a. Payment of our invoices is due in 30 days of invoice date. Withholding or offset by the Purchaser of any payments against claims by the Company is not permissible.
 - b. Where the contract is to be or may be fulfilled in separate instalments, deliveries or parts, payment for each such instalment or part shall be made under sub-clause (a) above as if the same constituted a separate contract.
 - c. Should the Purchaser fail to comply with the terms of payment the Company shall be entitled to interest on any amount overdue at a rate of 4% Lloyds Bank PLC Base Rate then in force.

- 6. PROPERTY AND RISK IN THE GOODS
 - a. The risk in the Goods shall pass to the Purchaser on delivery.
 - b. Until full payment has been received by the Company for all Goods whatsoever supplied at any time by the company to the purchaser:-
 - i. Property in the Goods shall remain in the Company;
 - ii. Should the Goods (Or any of them) be converted into a new product, whether or not such conversion involves the admixture of any other Goods or thing whatsoever and in whatever proportions, the conversion shall be deemed to have been effected on behalf of the Company and the Company shall have the full legal and beneficial ownership of the new product.

- iii. Subject to (iv) & (v) below the Purchaser shall be at liberty to sell the Goods and the new products referred to (ii) above in the ordinary course of business on the basis that the proceeds of the sale shall be the property of the Company to whom the Purchaser shall account on demand;
- iv. The Company may at any time revoke the Purchaser's power or sale by notice to the Purchaser if the Purchaser is in default for longer than seven days in the payment of any sum whatsoever due to the Company (whether in respect of Goods or any other Goods or services supplied at any time by the Company to the Purchaser or for any reason whatsoever) or if the Company has bonafide doubts as to the solvency of the Purchaser.
- v. The Purchaser's power of sale shall automatically cease if a receiver is appointed over any of the assets or undertaking of the Purchaser or a winding-up order is made against the Purchaser or the Purchaser goes into voluntary liquidation (otherwise than for the purpose of reconstruction or amalgamation) or calls a meeting of or makes any arrangement or composition with creditors or commits any act of bankruptcy.
- vi. Upon determination of the Purchaser's power of sales under (v) or (vi) above the Purchaser shall place the Goods and the new products at the disposal of the Company who shall be entitled to enter upon any premises of the Purchaser for the purpose of removing the Goods and the new products and to remove such Goods and new products from the premises (including severance from the really where necessary).

7. UNDERTAKING AND EXCLUSION OF LIABILITY

- a. In the event of any defect being disclosed in any Goods or parts thereof supplied by the Company within (three months) from the date of invoice, the Company undertakes to consider any claim and examine the Goods alleged to be defective and should any fault due to defective material supplied by or workmanship on the part of the Company, be found on such examination to repair the defective part or parts, or at the option of the Company, to supply free of charge new Goods in place of those acknowledged by the Company to be defective.
- b. The above undertaking is limited to the supply to the Purchaser free at the Purchasers premise of the new or repaired Goods in exchange for any acknowledged by the Company to be defective.
- c. The undertaking set out in (a) above shall apply to any replaced Goods provided hereunder during the unexpired portion of the undertaking period applicable to the Goods for which the replacement has been performed.



d. Other than stated above, the Company undertakes no liability whatsoever in respect of Goods sold by it, and shall in no circumstances be liable in respect of loss, damage or delay, injury or expense direct or consequential suffered at any time whether before or after the Goods may have been repaired or replaced, and howsoever caused by negligence or breach of duty by the Company, its servants or Agents. The terms set out herein are conclusive of the relations between the Company and the Purchaser and the Company shall be under no liability whatsoever by reason of any representation, statement or warranty, nor shall there be implied in any contract of any sale, condition or warranty statutory or otherwise.

8. CHECKING THE GOODS

a. Unless the Purchaser gives written notice to the Company within 7 days from arrival of the Goods at the Purchaser's premises or the destination agreed by the parties (as the case may be) that the Goods are not in conformity with the contract, the Purchaser shall be deemed to have accepted the Goods and shall be bound to make payment therefore on the due date.

9. INDEMNITY

a. The Company shall not be liable for and the Purchaser shall hold the Company harmless against all claims by any person in tort or infringement or alleged infringement of patents copyright or registered designs or otherwise arising directly or indirectly in connection with work done by the Company on the Goods in accordance with Purchaser's specifications or with the siting or installation of the Goods.

10. HEALTH AND SAFETY AT WORK

a. The attention of the Purchaser is drawn to the Provisions of section 8 of the Health and Safety at work etc. Act 1974. The Company will make available upon request information on the design, construction and installation of the Goods to ensure that as far as is reasonable practical they are safe and without risk to health when properly used. The installation of the Goods require trained and qualified personnel. It is the responsibility of the Purchaser to ensure that information relevant to the Goods is made available to any person to whom the Goods are supplied.



11. TERMINATION

- a. Without prejudice to its other rights, the Company may be giving written notice to the Purchaser elect to determine the Contract forthwith on the happening of any one of the following events:
 - i. If the Purchaser shall repudiate or commit any serious breach of the Contract;
 - ii. If the Purchaser shall commit any other breach of the contract and shall not have remedied the same within one month of having been requested by the Company by notice in writing to do so;
 - iii. If any distress or execution levied upon or against any of the chattels or property of the Purchaser is not satisfied within 21 days after the date of such levy or enforcement.
 - iv. If the Purchaser is granted a moratorium by or enters into a composition of debts with its creditors;
 - v. If the Purchaser shall commit any act of bankruptcy or if any petition or receiving order in bankruptcy shall be presented or made against the Purchaser;
 - vi. If an order is made or resolution passed for the winding up of the Purchaser, unless such resolution is made for the purposes of reconstruction or amalgamation;
 - vii. If a receiver or equivalent officer is appointed of the undertaking of any of the property and assets of the Purchaser.
 - viii. If the Purchaser shall commit any act of bankruptcy or if any petition or receiving order in bankruptcy shall be presented or made against the Purchaser;
 - ix. If an order be made or resolution passed for the winding up of the Purchaser, unless such resolution is made for the purpose of reconstruction or amalgamation.

12. DESCRIPTIVE MATTER

- a. Descriptive matter, illustrations, estimate of performance, dimensions, and weights, contained in documents issued by the Company are to be regarded as for guidance only and are not binding on the Company in any way. The Company's policy is one of continuous improvement and the right to change designs at any time without prior notice is reserved.

13. MODIFICATION

- a. If the Goods are in any way modified by the Purchaser his servants or agents for any reason, the Company will not replace any such Goods claimed to faulty.

14. FORCE MAJEURE

- a. In the event of the Company being delayed from performing the contract by any cause beyond its reasonable control including strikes, lockouts, war, fire, accidents, in the Company's works and lack of raw materials, components, or utilities, whether or not the same was or might have been foreseen when the contract was concluded, the Company shall be under no liability for loss or damage suffered by the Purchaser, and performances will be suspended during the period of delay, provided always that if such delay shall exceed 6 months, either the Company or the Purchaser may give written notice terminating the contract as to further deliveries or work.
- b. The company shall be entitled to suspend all deliveries of Goods without liability in the event that it receives a claim from an Associated Company alleging that the company infringes the Associated Company's intellectual property. The company shall only be obliged to recommence deliveries once the company decides, at its sole discretion, that such claim has been resolved to the company's complete satisfaction.

15. ENGLISH LAW

- a. All contracts for sale and conditions shall be construed and operate in accordance with English Law.

16. STORAGE

- a. Goods will be despatched immediately following completion. If delivery cannot be effected through no fault of the Company or the Company's agents the Goods will be stored. The Purchaser will be responsible for the cost of storage, offloading, relocating and redelivery.