

MARQUEE INSTALLATIONS LTD trading as Marquee AV and HD Audio - Terms and Conditions of Sale and Business.

1. GENERAL

- 1.1. Marquee will sell and supply and the customer shall purchase the goods and/or services in accordance with any written quotation by Marquee (or in accordance with Marquee's current catalogue and price list (if any and subject to confirmation that the goods are in stock)) which is accepted by the customer or any order of the customer which is accepted by Marquee and in any case subject to these terms and conditions which shall govern the contract to the exclusion of any other terms or conditions subject to which any such transaction is accepted or purported to be accepted.
- 1.2. No variation to these terms and conditions shall be binding unless agreed in writing.
- 1.3. Marquee's employees and agents are not authorised to make any representations concerning the goods unless confirmed by Marquee in writing. In entering into the contract the customer acknowledges that it does not rely on and waives any claim for breach of any such representation which was not so confirmed.
- 1.4. Any advice or recommendation given by Marquee or its employees or agents to the customer as to the storage transport application or use of the goods which is not confirmed in writing by Marquee is followed or acted upon entirely at the customer's own risk and accordingly Marquee shall not be liable for any such advice or recommendation.
- 1.5. No order submitted by the customer shall be deemed to be accepted by Marquee unless and until confirmed by Marquee

2. SPECIFICATION

- 2.1. Unless otherwise agreed in writing by Marquee the customer shall be responsible to Marquee for ensuring the accuracy of the terms of any order (including any applicable specifications) submitted by the customer and for giving Marquee any necessary information relating to the goods and/or services within a sufficient time to enable Marquee to perform the contract in accordance with these terms.
- 2.2. When the quotation price is for cabling wiring conduiting or installation of equipment services to be supplied and installed in premises owned or controlled by the customer they are provided on the following basis:
 - 2.2.1. Work being effected during normal working hours Monday to Friday.
 - 2.2.2. Loading or unloading facilities (free of charge) for Marquee's vehicles within a reasonable distance of the site where the work is to be carried out.
 - 2.2.3. Marquee does not act as Planning Supervisor under the Construction Management and Design Regulations.
 - 2.2.4. Cable conduit and wiring runs by the shortest possible routes consistent with good practice unless otherwise agreed in writing or on drawings by the customer prior to the quotation price being provided by Marquee.
 - 2.2.5. Adequate facilities in accordance with trade practice including (without limiting the term of 'trade practice') light power and secure storage shall be provide by the customer for the economic execution of the work and access will be given by the customer to enable the work to proceed in accordance with the programme agreed.
 - 2.2.6. The position of the equipment including control gear lighting and plug points switches etc being as indicated on the plans or drawings provided by the customer.
- 2.3. If the basis of the quotation price has been changed by the customer for any reason and in particular but not limited to items set out in clauses 2.2.1 to 2.2.6 above then a fair and reasonable adjustment to the quotations price in respect thereof may be made by Marquee.
- 2.4. The quantity quality and description of and any specification for the goods and services shall be those set out in Marquee's quotations (if accepted by the customer) or the customer's order if accepted by Marquee
- 2.5. No order which has been accepted by Marquee may be cancelled by customer except with Marquee's written agreement and on terms that the customer shall indemnify Marquee in full against all loss (including loss of profits) costs damages claims charges and expenses incurred by Marquee as a result of cancellation.
- 2.6. If Marquee shall be involved in direct loss and/or expense by reason of the regular progress of the works having been impeded by any act omission or default of the customer or by delay on the part of contractors or tradesmen engaged by the customer in executing work not forming part of the works carried out hereunder then the amount of such loss shall be ascertained and added to the Quotation Price. This sub-clause shall not prejudice any other rights or remedies of Marquee.

3. PRICES

- 3.1. Unless otherwise agreed in writing all prices quoted are on an ex works basis and valid for thirty days only or until earlier acceptance by the customer.
- 3.2. Marquee reserves the right by giving notice to the customer at any time before delivery to increase the price of the goods to reflect any increase to Marquee which is due to any factor beyond the control of Marquee any change in delivery dates quantities or specifications for the goods which is required by the customer or the failure of the customer to provide any relevant or adequate information or instructions.
- 3.3. The price is exclusive of any applicable taxes including value added or sales tax for which the customer shall be additionally liable to pay to Marquee

4. TERMS OF PAYMENT

- 4.1. Payment of invoices which will be provided on delivery to or collection by the customer of the goods can be made by cash cheque money order BACS other bank transfer debit or credit cards. Goods supplied against payment by cheque will be released only if the cheque is supported by a banker's card or if exceeding the limit for such transaction upon clearance of such cheque. In other cases payment will be complete only by authorisation of debit or credit card or on receipt of funds in Marquee's bank account, details of which will be provided on request.
- 4.2. Provided that Marquee shall (at its absolute discretion) agree to extend credit to the customer the customer shall pay the price of the goods (less any discount to which the customer shall be entitled) within 30 days of the date of Marquee' invoice notwithstanding that delivery may not yet have taken place and the property in the goods has not passed to the customer. The time of payment shall be of the essence of the contract. Receipts for payment will only be issued on request.
- 4.3. In the event that Marquee is required to provide cabling wiring or installation of any equipment into any building premises or place Marquee may every 28 days after first carrying out any such cabling wiring or installation of equipment submit invoices for payment of instalments of the quotation price showing details of the work and materials for which payment is claimed. In such case the invoice shall be due and payable seven days after the day the invoice is sent to the customer.
- 4.4. If the customer wrongly fails to take delivery of the goods Marquee shall be entitled to invoice the customer at any time after Marquee has notified the customer that the goods are ready for collection or delivery.
- 4.5. If the customer fails to make payment within 14 of days of the due date for payment then without prejudice to any other right or remedy available to Marquee Marquee shall be entitled to:
 - 4.5.1. cancel the contract and suspend any further services to be supplied or deliveries of any goods to the customer.
 - 4.5.2. appropriate any payment made by the customer to such of the goods and/or services (or the goods and/or services supplied under any other contract between the customer and Marquee) as Marquee shall think fit (notwithstanding any purported appropriation by the customer) and
 - 4.5.3. charge the buyer interest (both before and after any judgement) on the amount unpaid at the rate of 2% per month from time to time until payment in full is made (a part of a month being treated a full month for the purposes of calculating interest).

5. DELIVERY

- 5.1. Delivery of the goods shall be made by the customer collecting the goods at Marquee's premises at any time after Marquee has notified the customer that the goods are ready for collection or if any other place for delivery is agreed by Marquee by Marquee causing delivery of the goods to that place at the risk and cost of the customer and by any carrier selected by Marquee at its absolute discretion.
- 5.2. Any date quoted for delivery of the goods is approximate only and Marquee shall not be liable for any delay or any consequential loss or damage by the customer in respect of the delivery of the goods howsoever caused. Time for delivery shall not be of the essence unless previously agreed by Marquee
- 5.3. Where the delivery of the goods is by instalments each delivery shall constitute a separate contract and failure by Marquee to deliver one or more of the instalments shall not entitle the customer to treat the contract as a whole or as repudiated.
- 5.4. Where due to Marquee's negligence Marquee fails to make delivery as agreed hereunder Marquee' liability shall be limited to the excess (if any) of the cost to the customer (by the cheapest possible supplier) of similar goods to replace those not delivered over the price goods agreed to be supplied hereunder.
- 5.5. Where the customer fails to take delivery of the goods or fails to give Marquee adequate delivery instructions then without prejudice to any other right or remedy available to Marquee Marquee may:
 - 5.5.1. Store the goods until actual delivery and charge the customer for the reasonable costs of storage including insurance; or;
 - 5.5.2. Sell the goods at the best price readily obtainable and after deducting all reasonable storage and selling expenses account to the customer for the excess over the price under the contract or charge the customer for any shortfall below the price under the contract.

6. RISK AND PROPERTY

- 6.1. Risk of damage to or loss of the goods shall pass to the customer.
 - 6.1.1. In the case of goods to be delivered at Marquee's premises at the time when Marquee informs the customer that the goods are available for collection.
 - 6.1.2. In the case of goods to be delivered otherwise than at Marquee's premises at the time the goods leave Marquee's premises or if the customer fails to take delivery of the goods the time when delivery of the goods has been tendered.
 - 6.1.3. In the event that under the Quotation (or order of the customer accepted by Marquee) the goods are to be delivered by Marquee's own transport to the customer's premises or to the site where the goods are to be installed by Marquee Installation when the goods have been delivered to such premises or site.
- 6.2. Notwithstanding delivery and the passing of risk in the goods or any other provisions of these terms and conditions the property in the goods shall not pass to the customer until Marquee has received in cash or cleared funds payment in full of the price of the goods and all other goods agreed to be sold by Marquee to the customer for which payment is due.
- 6.3. Until such time as the property in the goods passes to the customer the customer shall:
 - 6.3.1. Hold the goods as Marquee's fiduciary agent and bailee and shall keep the goods separate from those of the customer and third parties properly stored protected and insured and identified as Marquee's property.
 - 6.3.2. If the goods have been supplied to the customer for resale in the ordinary course of the customer's business the customer shall have the power to resell the goods (as principal towards the sub-purchaser but as agent between the customer and Marquee) and the customer shall beneficially account to Marquee for the proceeds of any sale or otherwise of the goods whether tangible

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or intangible including insurance proceeds and shall keep all such proceeds separate from any moneys or property of the customer and third parties and in the case of tangible proceeds properly stored protected and insured. If the goods have been resold by the customer hereunder the customer shall retain title in the goods on trust for Marquee until payment and the customer authorises Marquee to recover such goods in the in customer's name from any sub-purchaser.

- 6.3.3. Deliver up the goods if properly required by Marquee hereunder and if the customer fails to do so forthwith Marquee shall be entitled by its employees or agents to enter upon any premises of the customer or any third party where the goods are stored and repossess the goods.
- 6.3.4. If the goods are purchased for re-sale and the customer not having made payment in full for the goods mixes them with other goods or uses them in the manufacture of other goods the ownership of the other goods shall thereupon vest in Marquee as security for the payment of the goods hereby purchased and accordingly clauses 6.3.2. and 6.3.3. shall as far as appropriate apply to such other goods or products mixed with Marquee's goods.
- 6.3.5. Not pledge or in any way charge by way of security for any indebtedness any of the goods which remain the property of Marquee but if the customer does so all moneys owing by the customer to Marquee shall (without prejudice to any other right of remedy available to Marquee) become forthwith due and payable.

7. WARRANTIES AND LIABILITY

- 7.1. Subject to the conditions set out below Marquee warrants that the goods will correspond with their specification at the time of delivery.
- 7.2. Subject as expressly provided in these terms and conditions and except where the goods are sold to a person as a consumer (within the meaning of the Unfair Contract Terms Act 1977) all warranties conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 7.3. For the avoidance of any doubt to the fullest extent permitted by law without prejudice to the generality of any other exclusions contained in this clause Marquee shall be under no liability in respect of:
- 7.3.1. Any defect in the goods arising from any drawing design or specification supplied by the customer.
- 7.3.2. Any defect arising from fair wear and tear willful damage negligence abnormal working conditions failure to follow Marquee's instructions (whether oral or in writing) misuse or alteration or repair of the goods without Marquee's approval.
- 7.3.3. Any warranty condition or guarantee if the total price for the goods has not been paid by the due date of payment.
- 7.4. Any defective workmanship shall be rectified by Marquee without extra charge to the customer on receipt of notification in writing from the customer at any time within six months from the date when the installation was completed. Provided always that the said rectification shall only be carried out by persons employed by Marquee and that no work on the installation shall have been carried out by any other person otherwise the said undertaking shall become null and void.
- 7.5. Whilst reasonable care will be taken Marquee is not responsible for incidental recordation or other works consequent upon the proper execution of the work.
- 7.6. Unless otherwise agreed when persons employed by Marquee are required by the customer to work in premises not owned or controlled by Marquee any such premises and their contents belonging to the customer and all unfixed materials or goods on site shall be at the customer's risk as regards loss or damage and the employer shall maintain adequate insurance to cover such loss or damage.
- 7.7. Except in respect of death or personal injury caused by Marquee's negligence Marquee shall not be liable to the customer by reason of any representation or any implied warranty condition or other term or any duty at common law or under the express terms of the contract for any consequential loss or damage (whether for the loss of profit or otherwise) costs expenses or other claims for consequential compensation of any kind (and whether caused by negligence of Marquee its employees or agents or otherwise) which arise out of or in connection with the supply of the goods or their use or resale by the customer which is based on any defect in the quality or condition of the goods or their failure to correspond with the specification.
- 7.8. In the event that the customer has cause for complaint in connection with the supply of the goods or their use or resale by the customer which is based on any defect in the quality or condition of the goods or their failure to correspond with the specification such complaint shall (whether or not delivery is refused by the customer) be notified to Marquee within 4 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused and the customer does not notify Marquee accordingly the customer shall not be entitled to reject the goods and Marquee shall have no liability for such defect of failure and the customer shall be bound to pay the price as if the goods had been delivered in accordance with the contract.
- 7.9. Where any claim in respect of any of the goods which is based on any defect in the quality or condition of the goods or their failure to meet with the specification is notified to Marquee in accordance with these terms and conditions Marquee shall be entitled to replace the goods (or the part in question) free of charge or at Marquee's sole discretion refund to the customer the price of the goods (or a proportionate part of the price) but Marquee shall have no further liability to the customer.
- 7.10. Marquee shall not be liable to the customer or be deemed to be in breach of the contract by reason of any delay in performing or any failure to perform any of Marquee's obligations in relation to the goods if the delay or failure was due to any cause beyond Marquee's reasonable control (including but not limited to strikes lock-outs or other industrial actions or trade disputes whether involving Marquee employees or of a third party or natural hazards or disasters).
- 7.11. Where the goods are supplied under a consumer transaction the statutory rights of the customer are not affected by these terms and conditions.

8. INSOLVENCY OF CUSTOMER

- 8.1. In the event that:
- 8.1.1. the customer makes any voluntary or involuntary arrangements with its creditors or becomes subject to an administration order or (being an individual or a firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction) or
- 8.1.2. an encumbrancer takes possession or a receiver is appointed of any of the property or assets of the customer or
- 8.1.3. the customer ceases or threatens to cease to carry on business or
- 8.1.4. Marquee reasonably apprehends that any of the events mentioned above is about to occur in relation to the customer and notifies the customer accordingly.
- 8.2. Then without prejudice to any other right of remedy available to Marquee, Marquee shall be entitled to cancel to contract or suspend any further deliveries under the contract without any liability to the customer and if the goods have been delivered and not paid for the price shall become immediately due and payable notwithstanding any previous agreement to the contrary.

9. EXPORT TERMS

- 9.1. In these terms and conditions "Incoterms" means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the contract is made. Unless the context otherwise requires any term or expression which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in these terms and conditions but if there is any conflict between the provisions of Incoterms and these terms and conditions the latter shall prevail.
- 9.2. Where the goods are supplied for export from the United Kingdom the provisions of the clause shall (subject to any special terms agreed in writing between the customer and Marquee) apply notwithstanding any other provisions of these terms and conditions.
- 9.3. The customer shall be responsible for complying with any legislation or regulations governing the importation of the goods into the country of destination and for the payment of any duties thereon.
- 9.4. Unless otherwise agreed in writing between the customer and Marquee the customer shall be responsible for arranging and bearing the cost of transporting the goods from Marquee's premises.

10. INSTALLATIONS

- 10.1. Where Marquee is required to install cables wires or equipment into any building premises or place the customer shall ensure that the customer is entitled to procure such installation and if Marquee shall incur any expense as a result of the customer's failure to ensure such entitlement such sum will be payable by the customer in addition to the sums payable hereunder and further:
- 10.1.1. The customer shall make all arrangements to ensure that access to any part of such building premises or place is made available to personnel provided by Marquee at the times and places reasonably required by them to carry out the work required and any extra expense incurred by Marquee as a result of failure to comply with this requirement shall be payable by the customer in addition to the sums payable hereunder.
- 10.1.2. The customer shall ensure that any work to be carried out by Marquee hereunder by way of installation does not contravene any laws byelaws local or national or EU regulations either in United Kingdom or overseas and Marquee shall not be liable for any expense incurred by the customer as a result of failure to comply with this provision.

11. GENERAL

- 11.1. Any notice required to be given by either party to the other under these terms and conditions shall be in writing addressed to that other party at its registered office or principle place of business or such other address as may at the relevant time have been notified to the party giving the notice.
- 11.2. No waiver by Marquee of any breach of the contract by the customer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 11.3. If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these terms and conditions and the remainder of the provision in question shall not be affected thereby.
- 11.4. The contract shall be governed by the laws of England.

12. DEFINITIONS

- 12.1. In these terms and conditions
- "The customer" means the person firm or company who accepts a quotation of Marquee for the sale of goods or the provision of services or whose order is accepted by Marquee
- "Quotation" means Marquee's computer generated document to be sent to the customer by post or electronic means detailing the goods and services to be supplied to the customer and any additional terms or conditions under which they will be supplied
- "Quotations Price" means the sum set out in the Quotation for which Marquee will supply the goods and services set out therein
- "Goods" means the goods (including any instalments of the goods or parts for them) which Marquee is to supply in accordance with these terms and conditions.
- "Services" means any service to be rendered by Marquee that is to be supplied in accordance with these terms and conditions
- "Marquee" means Marquee Installations Ltd whose registered number is 3965413 and its registered office and trading address is at Unit 6 Eversley Way, Thorpe Industrial Estate, Egham, Surrey, TW20 8RF and which trades under the name(s) of Marquee AV and HD Audio.
- "Terms & Conditions" includes any special terms and conditions agreed in writing between the customer and Marquee
- "Contract" means the contract for the purchase and sale of the goods and/or services.