

Standard Terms and Conditions of Maxim Live Ltd.

These standard terms and conditions ("the conditions") shall apply to all contracts for goods and services between Maxim Live Ltd ("the company") and any person or Company who accepts the quotation for the goods which the Company is to supply in accordance with these conditions ("the buyer"), unless other terms and conditions signed by the Company and referring specifically to the terms and conditions to be amended.

Definitions

"The Goods" means any goods supplied by the Company to the Purchaser in accordance with the order confirmation of the Company which is accepted by the Buyer or any written order of the Buyer which is accepted by the Company. "Contract" means the contract for the purchase and sale of the Goods entered into between the Company and the Buyer.

1.0 Basis of the sale

1.1 The Company shall sell and the Buyer shall buy the Goods subject in either case to the Conditions, which shall govern the Contract to the exclusion of any other terms and conditions.

2.0 Orders and specification

2.1 The Buyer shall be responsible to the Company for ensuring the accuracy of the terms of any order (including any applicable specification and information on intended usage) submitted by the Buyer, and for giving the Company any necessary information relating to the Goods.

2.2 No order which has been accepted by the Company may be cancelled by the Buyer except with the agreement in writing of the Company and on terms that the Buyer shall indemnify the Company in full against all loss (including loss of profit), costs (including the costs of all labour and materials used), damages, charges and expenses incurred by the company as a result of cancellation.

3.0 Price of the goods

3.1 The price of the Goods shall be the Company's quoted price contained in the order confirmation and except as otherwise stated under the terms of any quotation or in any price list of the Company, and unless otherwise agreed in writing between the Buyer and the Company, all prices are given by the Company on an ex-works basis, and where the Company agrees to deliver the Goods otherwise than at the Company's premises, the Buyer shall be liable to pay the Company's charges for transport packaging and insurance, if applicable.

3.2 All prices are exclusive of any applicable Value Added Tax, which the Buyer shall be additionally liable to pay to the Company.

4.0 Terms of Payment

4.1 Subject to any special terms agreed in writing between the Buyer and the Company, the Company shall be entitled to invoice the Buyer for the price of the Goods on or at any time after delivery of the Goods.

4.2 The Buyer shall pay the price of the Goods within 30 days for end of month of Company's invoice date, notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Buyer. The time of payment of the price shall be the essence of the contract. Any queries arising from an invoice must be advised within 14 days.

4.3 If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to:

4.3.1 cancel the contract or suspend any further deliveries to the Buyer.

4.3.2 appropriate any payment made by the Buyer to such of the Goods (or the goods supplied under any other contract between the Buyer and the Company) as it may think fit (notwithstanding any purported appropriation by the Buyer

4.3.3 charge the Buyer interest (both before and after any judgement) on the amount unpaid, at the rate of 8% per annum above Nat West Bank base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

4.3.4 Take any necessary action for the recovery of late debts, by either using a recovery agent or by issuing a County Court Summons. Charges will be incurred by the debtor in both instances.

5.0 Delivery

5.1 Any dates quoted for delivery of the Goods are approximate only and the Company shall not be liable for any delay in delivery of the Goods however caused. Time for delivery shall not be of the essence unless previously agreed by the Company in writing although the following delivery guidelines normally apply following receipt of the order confirmation.

5.1.1 Stock products - 48hr despatch.

5.1.2 Simple kits, except powder coated frames and laminate panels – 5-7 working days.

5.1.3 Larger exhibition stands including powder coated jobs but excluding laminates: 10 -14 working days.

5.2 If the Company fails to deliver the Goods for any reason other than any cause beyond the Company's reasonable control or the Buyer's fault, and the Company is accordingly liable to the Buyer, the Company's liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar goods to replace those not delivered over the price of the goods.

5.3 If the Buyer fails to take delivery of the Goods or fails to give the Company adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of the Company's fault) then without prejudice to any other right or remedy available to the Company, the Company may;

5.3.1 store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage; or

5.3.2 sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contract or charge the Buyer for any shortfall below the price under the Contract.

6.0 Risk and Property

6.1 Risk of damage to or loss of the Goods shall pass to the Buyer, immediately upon the Goods leaving the Company's premises or place of storage for shipment to the Buyer. The Company is not responsible for damages or shortages that occur in transit.

6.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods shall not pass the Buyer until the Company 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 the Company to the Buyer for which payment is then due.

6.3 Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Company's judiciary agent and bailee, and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Company's property. Until that time the Buyer shall be entitled to resell or use the Goods in the ordinary course of its business, but shall account to the Company for the proceeds of sale or otherwise of the Goods, whether tangible or intangible, including insurance proceeds, and shall keep all cash proceeds separate from any monies or property of the Buyer and third parties and, in the case of tangible proceeds, properly stored, protected and insured.

6.4 Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold), the Company shall be entitled at any time to require the Buyer to deliver up the Goods to the Company and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or third party where the Goods are stored and repossess the Goods.

6.5 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Company, but if the Buyer does so all monies owing by the Buyer to the Company shall (without prejudice to any other right or remedy of the Company) forthwith become due and payable.

7.0 Warranties, Liability and Guarantee

7.1 Subject to the conditions set out below the Company warrants that the Goods will correspond with their specification at the time of delivery and will be free from defects in material and workmanship for a period

of either 1 year or 10 years (as per original specification and guarantee terms) from the date of their initial use or from delivery, whichever is the first to expire. Proof of purchase date may be required.

7.2 The above warranty is given by the Company subject to the following conditions;

7.2.1 the Company shall be under no liability in respect of any defect arising from fair wear and tear, willful damage, negligence, abnormal working conditions, failure to follow the Company's instructions (whether oral or in writing) misuse or alteration or repair of the Goods without the Company's approval;

7.2.2 the Company shall be under no liability under the above warranty (or any other warranty or guarantee) if the total price for the Goods has not been paid by the due day for payment.

7.3 Subject as expressly provided in the Conditions, and except where the Goods are sold to a person dealing 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.

7.4 Where the Goods are sold under a consumer transaction (as defined by the Consumer Transactions Restrictions on Statements Order 1976) the statutory rights of the Buyer are not affected by the Conditions.

7.5 Any claim by the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer) be notified to the Company within five 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 Buyer does not notify the Company accordingly the Buyer shall not be entitled to reject the Goods and the Company shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.

7.6 Where any valid 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 to specification is notified to the Company in accordance with the Conditions, the Company shall be entitled to replace or correct the Goods (or the part in question) but the Company shall have no further liability to the Buyer.

7.7 Except in respect of death or personal injury caused by the Company's negligence, the Company shall not be liable to the Buyer by reason of any representation, or any implied warranty, condition or other terms or any duty common law, or under the express terms of the Contract for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Company, its employees or agents or otherwise) which arise out of or in connection with supply of the Goods of their use or resale by the Buyer, except as expressly provided in these conditions.

7.8 The Company shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Company's obligation in relation to the Goods, if the delay or failure was due to any cause beyond the Company's reasonable control.

8.0 Insolvency of Buyer

8.1 This clause applies if;

8.1.1 the Buyer makes any voluntary agreement with its creditors or becomes subject to an Administration Order or (being an individual or firm) becomes bankrupt or (being a Company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or

8.1.2 an Encumbrancer takes possessions, or Receiver is appointed, of any of the property or assets of the Buyer; or

8.1.3 the Buyer ceases, or threatens to cease, to carry on business; or

8.1.4 the Company reasonably apprehends that any of the events mentioned above are about to occur in relation to the Buyer and notified the Buyer accordingly.

8.2 If this clause applies then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Company, and if the Goods have been delivered but not paid for the price shall become immediately due

and payable notwithstanding any previous agreement or arrangement to the contrary.

9.0 General

9.1 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

9.2 No waiver by the Company of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

9.3 If any provision of these 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 Conditions and the remainder of the provision in question shall not be affected thereby.

9.4 The Contract shall be governed by the laws of England.

Maxim Live Ltd is a company registered in England and Wales
No. 2927938
VAT No. 604 0823 78

Registered Office: One High Street, Chalfont St Peter, Gerrards Cross,
Bucks SL9 9QE
Maxim Live Ltd, Maxim House, Kingsmill Park, London Road,
Loudwater, Bucks, HP10 9UB

©Maxim Live Ltd 2007