

TERMS AND CONDITIONS

1. GENERAL

- 1.1 In these conditions Videotel Marine International or any of its associated companies or divisions are referred to as Videotel.
- 1.2 All quotations are made and all orders accepted subject to the conditions set out here. All conditions of the customer or other conditions or warranties whatsoever are excluded from the contract and any condition thereof unless expressly accepted by Videotel in writing.
- 1.3 If any statement or representation has been made to the customer upon which the customer relies, other than documents enclosed with Videotel's quotation or acknowledgement, the customer must set out the statement or representation in a document to be attached or endorsed on the order in which case Videotel may clarify the point and submit a new quotation.
- 1.4 These terms and conditions can only be altered or qualified by a document signed by an official of Videotel setting out in full all relevant alterations and qualifications.
- 1.5 Acceptance of delivery of goods shall constitute acceptance of these conditions where acceptance has not previously been communicated by the customer to Videotel.
- 1.6 In these conditions the term 'program' is defined as being any film print, video cassette or printed material or any electronic software offered by Videotel for sale or hire or loan.

2. ORDERING BY TELEPHONE

- 2.1 Orders for purchase of the programs will be accepted by telephone but must be confirmed in writing by the customer.

3. DELIVERY

- 3.1 Whilst Videotel makes every effort to comply with times for delivery, they are not guaranteed. The customer has no right to damages or to cancel the order for failure for any cause to meet any delivery time stated.
- 3.2 The date of delivery shall in every case be dependent upon prompt receipt of all necessary information, final instruction or approvals from the customer. Alterations by the customer in specification may result in delay in delivery.
- 3.3 Videotel will endeavour to comply with reasonable requests by the customer for postponement of delivery, but shall be under no obligation to do so. Where delivery is postponed otherwise than due to default by Videotel, the customer shall pay all costs and expenses occasioned thereby.

4. RISK AND TITLE

- 4.1 Risk shall pass to the customer, so that the customer is responsible for all loss, damage or deterioration to the program as follows:
 - (i) if Videotel delivers the programs by its own transport, at the time when the goods arrive at the place of delivery, or
 - (ii) in all other circumstances at the time when the programs leave the premises of Videotel whether or not Videotel arranges the transport, where the programs are delivered by carrier any claims for loss or damage in transit must be made by the customer against the carrier in accordance with the carrier's conditions .
- 4.2 Title to the programs shall pass to the customer when payment in full thereof has been made or when Videotel serves written notice upon the customer specifying that title in the programs or such part thereof has passed

whichever shall be the earlier in time and the customer shall permit the servants or agents of Videotel to enter onto the customer's premises and to repossess the programs at any time prior thereto and in the event of the programs being at the premises of a third party by the direction of the customer then the customer shall if so required by Videotel in writing remove the programs from such premises and return them to Videotel forthwith.

- 4.3 Property in all programs on hire or loan remains with Videotel at all times and the customer will not pledge, mortgage, sell or otherwise dispose or part with possession of the programs other than in accordance with written instructions from Videotel.

5. CANCELLATION

- 5.1 Cancellation will only be agreed to by Videotel on condition that all costs and expenses incurred by Videotel up to the time of cancellation and all loss of profits and all other loss or damage resulting to Videotel by reason of such cancellation will be reimbursed by the customer to Videotel.

6. PREVIEW

- 6.1 Preview copies of programs may be supplied at the discretion of Videotel where available on these terms and conditions.

7. PAYMENT

- 7.1 All prices charged shall be those effective at the time of despatch unless otherwise agreed in writing. Prices listed are exclusive of taxes, packing, insurance and delivery unless otherwise stated.
- 7.2 Payment is required within 30 days of the invoice being presented unless otherwise agreed. Videotel reserves the right to charge 1.5% interest per month on all accounts outstanding beyond the agreed period.
- 7.3 Payment to be made in UK pounds sterling unless otherwise agreed.
- 7.4 Videotel reserves the right to ask for payment in part or in full prior to the acceptance by Videotel of the order or to ask for guarantee of payment on shipment by letter of credit or similar.

8. DESCRIPTIONS

- 8.1 Videotel cannot and does not represent a warranty that any one programme will be available on all formats.
- 8.2 Whilst Videotel utilises every effort to ensure that descriptions of programs and all other information and data in its literature are correct, the information is provided for general guidance only and forms no part of the contract unless expressly agreed in writing.

9. SHORTAGES AND DEFECTS FOUND IN INSPECTION

- 9.1 The customer shall have no claims for shortages or defects apparent on inspection unless:
 - (i) the customer inspects the program and a written complaint is made to Videotel within 3 days of receipt of the programs or such shorter period as the carrier's conditions (if applicable) require, specifying the shortage or defect, and
 - (ii) Videotel is given an opportunity to inspect the programs and investigate any complaint before any use is made of the programs.
- 9.2 If a complaint is not made to Videotel as herein provided then the program shall be deemed to be in all respects in accordance with the contract and the customer shall be bound to pay for the same accordingly. In such circumstances, condition 10.2 hereof shall not apply.

10. DEFECTS NOT APPARENT ON INSPECTION

- 10.1 The customer shall not claim in respect of defects not apparent on visual inspection at the time of delivery unless:

- (i) a written complaint is sent to Videotel as soon as reasonably practicable after the defect is discovered and no use is made of the programs and no alteration made thereto before Videotel is given an opportunity to inspect the program.
- (ii) the complaint is sent within 3 days of receipt by the customer of the programs.

- 10.2 The customer shall not be entitled to any claim in respect of any repairs or alterations undertaken by the customer without the prior specific written consent of Videotel nor in respect of any defect arising by reason of fair wear and tear or damage due to misuse.
- 10.3 Videotel may as soon as possible after receiving such a written complaint inspect the programs and the customer if so required by Videotel shall take all steps necessary to enable Videotel to do so.

11. GUARANTEES

- 11.1 Save as otherwise provided by the other conditions of these conditions of sale the Sale of Goods Act 1979 are to be implemented into this contract.
- 11.2 In the event that the condition of the programs being such as might or would (subject to these conditions) entitle the customer to claim damages or to repudiate the contract, the customer shall not then do so but shall first ask Videotel to supply satisfactory substitute goods and Videotel shall supply satisfactory substitute programs free of cost and within a reasonable time. If Videotel does so repair the programs, the customer shall be bound to accept such repair or substitute program and Videotel shall be under no liability, in respect of loss or damage whatsoever arising from or consequent upon the initial delivery of the defective programs or from the delay before the defective programs are repaired or the substitute programs are delivered.

12. LIABILITY

- 12.1 Save where Videotel is shown to have failed to exercise reasonable care in the manufacture and supply of the programs, Videotel shall not be liable in any circumstances in respect of death or personal injury and under no circumstances whatsoever will Videotel be liable for consequential loss, loss of profits or damage to property.
- 12.2 Without prejudice to condition 12.1 hereof where the goods supplied for the purpose of business Videotel's liability whether in respect of one claim or the aggregate of various claims (other than claims for death or personal injury due to negligence on the part of Videotel) shall not exceed £50,000 and the customer agrees to insure adequately to cover such claims in excess of such amount.

13. USE OF PROGRAMS PROVIDED FOR HIRE

- 13.1 Unless previously agreed and authorised by Videotel in writing to the contrary all programs available for hire, loan, whether a fee is paid or not may only be exhibited at the place and on the date(s) stated at the time of ordering and subject to the following conditions:
- (i) the audience must be non-paying
 - (ii) the programs may not be shown in a cinema or like theatrical exhibition where members of the public may generally enter
 - (iii) programs may not be copied or duplicated in any way
 - (iv) the customer shall not loan, hire, lease or offer for sale the programs
 - (v) the customer shall not alter or remove any notices, labels or other material on the copies of the programs
 - (vi) the customer shall not amend, cut or alter the contents or the recorded material of the programs in

any way.

Copyright subsists in the recorded material in/on the programs.

14. USE OF THE PROGRAMS FOR SALE

Unless otherwise specifically agreed and authorised by Videotel in writing to the contrary, programs purchased by the customer are sold subject to the following conditions:

- 14.1 Programs may only be used by employees, staff or students of the customer in the course of the work or teaching courses conducted by the employees, staff or students of such customer. No payment shall be charged by, or accepted by, the customer for the exhibition of the programs.
- 14.2 Programs are supplied by Videotel to the customer for sale on conditions that the customer shall not directly or indirectly through its employees, agents or sub-contractors allow or permit and shall use its utmost endeavours to prevent any third party from:
- (i) copying or duplicating the recorded and/or printed material or any part thereof
 - (ii) broadcasting by diffusion or otherwise transmitting recorded material
 - (iii) hiring, leasing or offering for hire or lease or distributing by way of trade the programs
 - (iv) altering or removing in any way, the notices, labels or other materials on the programs
 - (v) amending, cutting or altering the contents or the recorded material on the programs

Copyright subsists in the recorded material in/on the programs.

15. TRADEMARKS AND PATENTS

The supply of programs by Videotel shall not confer any right upon the customer to use the Videotel trademark in or on the programs themselves without prior written consent of Videotel, neither does it imply any right to use the Videotel patent or any indemnity against infringement or third party.

16. INSOLVENCY

If the customer shall become bankrupt or insolvent or compound with creditors or in the event of a resolution being passed or proceedings commenced for liquidation of the customer (other than for a voluntary winding up for purposes of reconstruction or amalgamation) or if a Receiver Manager is appointed of all or only part of its assets or undertaking, Videotel shall be entitled to cancel the Contract in whole or in part by notice in writing without prejudice to any right or remedy accrued or accruing to Videotel.

17. FORCE MAJEURE

Neither party shall be under any liability for any delay, loss or damage caused wholly or in part by Act of God, governmental restrictions or control or by reason of any act done or not being done pursuant to a trade dispute whether such a dispute involved its employees or not or by reason of any other act matter or thing beyond its reasonable control including failure by the other party to carry out the provision of these conditions.

18. ADDITIONS AND ALTERATIONS

All and any additions and alterations that may be agreed by Videotel shall have no effect unless confirmed in writing and signed by an officer of Videotel authorised to sign.

19. LEGAL

The contract shall be governed and interpreted exclusively according to the Laws of England and shall be subject to the jurisdiction of the English Courts only.