



Global Broadcast

Your worldwide solutions partner

Global Broadcast & Communications Associates Ltd

First Floor, 462-464, St Albans Road, Watford, Hertfordshire, WD24 6SR.

Telephone: 01923 256221, Facsimilie: 01923 256223

Application Of These General Conditions

1.1. These general conditions apply to all contracts for the sale or provision of goods or services by Global Broadcast & Communications Associates.

1.2. No addition to, nor any variation or waiver of, these general conditions, nor any terms or conditions offered by the Customer or printed on the Customer's purchase order shall have any legal effect unless expressly agreed in writing on behalf of Global Broadcast & Communications Associates by a duly authorised employee of Global Broadcast & Communications Associates.

CONTRACT PERFORMANCE

2.1. Global Broadcast & Communications Associates will endeavour to fulfil the Customer's requirements promptly but no liability can be accepted for failure to deliver within advertised times as a result of work outside of our scope causing delays to our installation.

PRICE

3.1. The price does not include VAT which will be charged at the rate ruling at the time of supply except where written proof of VAT exemption is provided at the time of placing the order.

PAYMENT

4.1. Credit account invoices are due and payable in sterling 30 days from the date of the invoice unless otherwise agreed.

4.2. Global Broadcast & Communications Associates should be notified immediately of any error on an invoice.

4.4. Global Broadcast & Communications Associates may charge interest on any amount overdue at the rate of 4% per month compounding monthly until the sum due is paid.

TRANSFER OF PROPERTY AND RISK IN PRODUCTS SOLD

5.1. Products being sold shall remain the property of Global Broadcast & Communications Associates until the whole of the price has been paid.

5.2. In the case of products which after delivery cannot be distinguished from or become intermingled with other goods, any such goods in the possession of the Customer or its agent shall be conclusively deemed to be or to include products the property of Global Broadcast & Communications Associates by virtue of sub-clause

5.3. above and Global Broadcast & Communications Associates shall have the right to nominate at its discretion which part of such goods are its property and to retake possession of the same at any time before the property has passed to the customer pursuant to Condition 5.1.5.3. The risk in products shall pass to the Customer upon delivery.

TECHNICAL SPECIFICATIONS, CATALOGUES, etc

6.1. All descriptions, technical specifications, drawings, illustrations given in documents or other literature issued by Global Broadcast & Communications Associates while given in good faith shall not form part of the contract unless specifically incorporated therein and Global Broadcast & Communications Associates accepts no liability for minor variations.

6.2. Global Broadcast & Communications Associates specifications, data and other documents are copyright.

TRADE SECRETS AND INDUSTRIAL PROPERTY

7.1. Any know how or technical information or documents supplied at anytime by Global Broadcast & Communications Associates to the Customer in connection with the contract shall be treated as confidential by the Customer, its employees and agents and shall not be reproduced or disclosed to any third party without Global Broadcast & Communications Associates written consent.

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LOADING, UNLOADING, INSTALLATION AND COMMISSIONING ON SITE

8.1. If the contract covers carriage to site, or inspection or commissioning by Global Broadcast & Communications Associates on site, the Customer shall provide free of charge adequate and safe access and facilities to Global Broadcast & Communications Associates, its employees and sub-contractors.

8.2. Any person engaged in work on site in connection with the contract (other than an employee or sub-contractor of Global Broadcast & Communications Associates) shall be deemed to be an employee or agent of the Customer.

GUARANTEE

9.1 Global Broadcast & Communications Associates undertakes to repair or, at its option, replace products which fail (fair wear and tear excepted) within 12 months of the passing of risk in the products to the Customer and occurring under normal conditions and subject to proper storage, use and maintenance provided that: (i) the Customer notifies Global Broadcast & Communications Associates promptly with details of any alleged defect or malfunction; and (ii) the Customer gives Global Broadcast & Communications Associates or its agents the opportunity to inspect on site and, if Global Broadcast & Communications Associates so requests, the products are returned promptly carriage paid (and details of carriage notified in writing to Global Broadcast & Communications Associates in advance); and (iii) the products have not been repaired or modified by anyone other than Global Broadcast & Communications Associates or its agents. (iv) the products have been installed in compliance with Global Broadcast & Communications Associates recommendations.

9.2. If products are found to be defective Global Broadcast & Communications Associates undertakes to refund the Customer's reasonable expenses incurred in the United Kingdom in returning such products to Global Broadcast & Communications Associates or to Global Broadcast & Communications Associates order.

9.3. Global Broadcast & Communications Associates may at its option elect to refund or forgo the contract price and take back the products supplied or equipment provided in full satisfaction of any liability or obligation under sub-clauses 9.1. and 9.2. above.

9.4. If installation recommendations are not included with the products, or have not been previously supplied by Global Broadcast & Communications Associates, it shall be the duty of the Customer to request these from Global Broadcast & Communications Associates within 7 days of the date of delivery of the products to the Customer. Failing such request, or failure to comply with Global Broadcast & Communications Associates installation recommendations, shall relieve Global Broadcast & Communications Associates of responsibility for any loss or damage to products attributable directly or indirectly to defective installation.

REPRESENTATIONS, ADVICE AND EXCLUSION OF IMPLIED TERMS

10.1. The rights, obligations and liabilities of the parties under these conditions shall be in lieu of any warranty or condition implied by common law or by statute into a contract for the sale of products or supply of services.

10.2. No warranty is given that products or services are suitable or sufficient for any specific purpose unless such purpose is defined in the contract and expressly accepted by Global Broadcast & Communications Associates in writing.

10.3. Advice given or representation made by Global Broadcast & Communications Associates, its employees or agents are given and made without liability or otherwise except only if Global Broadcast & Communications Associates agrees in writing to provide technical advice in return for a specific fee, in which case the liability of Global Broadcast & Communications Associates, its employees and agents shall be limited to the amount of the fee received for such advice.

LIMITATION ON LIABILITY

11.1. Global Broadcast & Communications Associates shall under no circumstances be liable in contract or otherwise for any loss, damage, expenses or injury whatsoever consequential or otherwise arising out of or in connection with the supply, installation, use or failure of or defect in the products beyond the value of the products to which the claim relates.

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CUSTOMER INDEMNITY

12.1. The Customer shall indemnify and hold harmless Global Broadcast & Communications Associates and its employees against any claim made against, or any loss, cost, damage, injury or expense suffered by Global Broadcast & Communications Associates or its employees or agents: - (i) howsoever arising on the Customer's site or any site to which delivery is made or on which services are provided at the request of the Customer; or (ii) caused or contributed to by the negligence of the Customer, its employees or other persons for whom the Customer is responsible; or (iii) arising out of any breach by the Customer or any liability of the Customer under the contract or these conditions; save, in any case, to the extent directly caused by the negligence of Global Broadcast & Communications Associates, its employees or agents.

12.2. If at the request of (or by contract with) the Customer, Global Broadcast & Communications Associates agrees to provide products or services to any person who is not a party to the contract, the Customer shall procure that such person agrees to be bound by these conditions as though a party to the contract, and the Customer shall indemnify Global Broadcast & Communications Associates against any consequences of the Customer failing so to do, including any claim made by such person which he could not make if a party to the contract.

RESTRICTIONS ON EXPORT AND SALE

13.1. Global Broadcast & Communications Associates consent (which will not be unreasonably withheld) must be obtained before goods are offered for resale outside the United Kingdom.

13.2. The Customer shall be responsible for obtaining necessary consents and for complying with all obligations imposed by law, statute or local regulation in connection with any products supplied, equipment provided to the Customer or work done on the Customer's site.

13.3. The Customer's attention is drawn to the fact that statutory regulations and recognised codes of safe practice may cover the storage, handling, conveyance and use of products supplied by Global Broadcast & Communications Associates.

TERMINATION OF SUPPLY AND REPOSSESSION OF ATG BROADCAST PROPERTY

14.1 Global Broadcast & Communications Associates may stop supply of goods or services or, at its option, forthwith terminate this contract on notice to the Customer without prejudice to any then accrued rights of either party if the Customer commits any act of bankruptcy or, being a company, has a receiver appointed or goes into liquidation (except for the purpose of reconstruction or amalgamation); or if the Customer commits any material breach of any provision of the contract or these conditions and no previous waiver on the part of Global Broadcast & Communications Associates shall prejudice its rights hereunder.

FORCE MAJEURE

15.1. Global Broadcast & Communications Associates shall not be liable for any failure to fulfil its obligations under the contract if such failure is due to strike, lock-out, industrial dispute, breakdown of plant, transport or equipment or, whether or not of the same nature as the foregoing, to any event or circumstances beyond Global Broadcast & Communications Associates reasonable control.

SITE SPECIFIC TECHNICAL

16.1. Global Broadcast & Communications Associates point out in some instances you can not achieve the required results due to the environment.

16.2. *Alternative advice relative to single installations (altered accordingly)*

GENERAL

17.1. Global Broadcast & Communications Associates shall be entitled to assign its rights and obligations hereunder wholly or partly to any subsidiary company of Global Broadcast & Communications Associates or of Global Broadcast & Communications Associates holding company for the time being.

17.2. The contract and these conditions are governed by English law.

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