

Graphics 4 TV LTD
Terms and Conditions Equipment Sales

1	Definitions		
1.1	Unless otherwise provided:		
	'Acceptance Date'		
	means the date on which the Seller sends the Buyer written acceptance of an Order;		
	'Business Day'		
	means a day other than Saturday, Sunday and public holidays when clearing banks generally are open for business.		
	'Delivery Location'		
	means the address specified in the Order		
	'Order'		
	means the Buyer's order, on these terms, for the Products.		
	'Products'		
	means the products set out in the Order and to be supplied by the Seller to the Buyer;		
	'Specification'		
	means, in relation to Products the description or specification set out in the Order and provided by the Buyer;		
	'Terms'		
	the terms and conditions contained herein.		
2	Terms		
2.1	An Order will be deemed to be an offer to purchase Products on these Terms.		
2.2	Orders are not binding until accepted by the Seller in writing.		
2.3	Quotations issued by the Seller are valid for seven Business Days from issue. They do not constitute an offer to sell or supply. If the Buyer wishes to purchase Products the subject of a quotation, the buyer will need to place an Order.		
2.4	Marketing and other descriptive matter relating to Products are illustrative only and do not form part of these Terms. The Buyer agrees that, in placing an Order, it has not relied on any representation or statement by the Seller not set out in these Terms or the quotation issued by the Seller.		
2.5	These Terms alone will apply to the sale of the Products by the Seller to the Buyer. All other terms, including any:		
	2.5.1 which the Buyer seeks to incorporate; or		
	2.5.2 implied by course of dealing or by custom or practice,		
	will not apply.		
3	Price and payment		
3.1	The price for the Products will be as set out in the Order and the Delivery Note. The price:		
	3.1.1 does not include packaging and delivery, which will be charged in addition		
	3.1.2 does not include Value Added Tax.		
3.2	The price is payable in full		
3.3	The Seller may vary prices for Products and from time to time.		
3.4	Orders accepted by the Seller at the time of notification of price variations under clause 3.3 will be fulfilled at the original prices quoted.		
3.5	The Seller will invoice the Buyer for Products, in advance		
3.6	The Buyer will pay all invoices:		
	3.6.1 in full, without deduction or set-off other than as required by law, in cleared funds within 30 days of invoice date.		
	3.6.2 to the Seller's nominated bank account.		
3.7	Time for payment is of the essence.		
3.8	Where sums due hereunder are not paid in full by the due date:		
	3.8.1 the Seller may, without limiting its other rights, charge interest on such sums at 4% per year or at the highest rate permissible from time to time in force;		
	3.8.2 interest will accrue on a daily basis and apply from the due date for payment until actual payment in full, whether before or after judgment.		
3.9	VAT will be charged by the Seller and paid by the Buyer at the then-applicable rate.		
4	Title and risk		
4.1	Title to the Products will pass to the Buyer once the Seller has received payment in full for:		
	4.1.1 the Products; and		
	4.1.2 any other products and services sold or supplied by the Seller to the Buyer for which payment is outstanding.		
4.2	Until title to the Products has passed to the Buyer, the Buyer will:		
	4.2.1 hold the Products as bailee for the Seller;		
	4.2.2 store the Products separately from all other material in the Buyer's possession;		
	4.2.3 take all reasonable care of the Products and keep them in reasonable condition;		
		4.2.4 insure the Products: (i) with a reputable insurer (ii) from the date of delivery (iii) against all risks (iv) for an amount at least equal to the Price (v) noting the Seller's interest on the policy;	
		4.2.5 ensure that the Products are clearly identifiable as belonging to the Seller;	
		4.2.6 not remove or alter any mark on or packaging of the Products;	
		4.2.7 inform the Seller as soon as possible if it becomes subject to any of the events set out in clause 11.1; and	
		4.2.8 provide the Seller such information concerning the Products as the Seller may request from time to time.	
		4.3	If, at any time before title to the Products has passed to the Buyer, the Buyer informs the Seller, or the Seller reasonably believes, that the Buyer has or is likely to become subject to any of the events specified in clause 11.1, the Seller may:
		4.3.1	require the Buyer at the Buyer's expense to redeliver the Products to the Seller; and
		4.3.2	if the Buyer fails to do so promptly, enter any premises where the Products are stored and repossess them.
		4.4	The Seller accepts no responsibility for any damage to the Products during transportation regardless of whether the damage was due to inadequate packaging or whether the transportation was arranged by the Seller.
		4.5	The Buyer is responsible for arranging adequate insurance for the Products from the moment they leave the Seller's premises. The Seller is able to arrange "Goods in Transit" insurance at an additional cost upon request.
		5	Delivery
		5.1	The Products will be:
		5.1.1	delivered to the Delivery Location; or
		5.1.2	made available for collection by the Buyer at the Seller's premises. The Buyer will collect the Products within seven days of notification that the Products are available for collection.
		5.2	The Products will be deemed delivered:
		5.2.1	if delivered by, or for, the Seller under clause 5.1.1, on completion of unloading of the Products at the Delivery Location; or
		5.2.2	if collected by the Buyer under clause 5.1.2, on completion of loading at the Seller's premises.
		5.3	The Products may be delivered by instalments. Each instalment will constitute a separate contract, which will be invoiced and paid for separately. Any delay in delivery or defect in an instalment will not entitle the Buyer to cancel any other instalment.
		5.4	Each delivery of the Products will be accompanied by a delivery note stating:
		5.4.1	the date of the Order;
		5.4.2	relevant Buyer and Seller details;
		5.4.3	the product numbers and type and quantity of Products in the consignment;
		5.4.4	any special handling and other instructions; and
		5.4.5	whether any packaging material is to be returned (in which case the Buyer will, at the Seller's option, return them to the Seller or make them available for collection by the Seller at a time specified by the latter, in either case at the Seller's expense).
		5.5	Whilst the Seller will use reasonable endeavours to meet delivery dates, such dates are approximate only and time for delivery is not of the essence.
		5.6	The Seller will not be liable for any delay in or failure of delivery caused by:
		5.6.1	the Buyer's failure to: (i) make the Delivery Location available; (ii) prepare the Delivery Location as required for delivery; or (iii) provide the Seller with adequate instructions, for delivery or otherwise relating to the Products;
		5.6.2	the Buyer's failure to collect the Products from the Seller's premises; or
		5.6.3	an event of Force Majeure.
		5.7	If the Buyer fails to accept delivery of, or collect, the Products as provided in clause 5.1.1 or 5.1.2:
		5.7.1	delivery of the Products will be deemed to have occurred;
		5.7.2	risk in the Products shall pass to the Buyer;
		5.7.3	the Seller will store and insure the Products pending delivery, and the Buyer will pay all costs and expenses incurred by the Seller in doing so.
		5.8	If, 10 Business Days after the due date for delivery or collection/the last day of the period for delivery or collection of the Products, the Buyer has not taken delivery of, or collected,

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the Products, the Seller may resell or otherwise dispose of the Products. The Seller will:		6.10	If the Buyer sells the Product within the warranty period there is no right for the warranty to be transferred to the new buyer.
5.8.1	deduct storage charges at the Seller's then-applicable rate and reasonable costs of resale; and	7	Obligations of the Buyer
5.8.2	account to the Buyer for any excess of the resale price over, or invoice the Buyer for any shortfall of the resale price below, the price paid by the buyer for the Products.	7.1	The Buyer will:
6	Quality	7.1.1	place all orders on these Terms and ensure that their contents are complete and accurate;
6.1	The Seller warrants that, on delivery the Products will:	7.1.2	ensure that any part of the Specification which it provides is complete and accurate and contains all information the Seller may require;
6.1.1	conform in all material respects to their description and to any applicable Specification;	7.1.3	ensure that, if delivery is required outside of Israel, the Products can legally be delivered to the delivery address;
6.1.2	be free from material defects in design, material and workmanship;	7.1.4	co-operate fully with the Seller in relation to delivery or collection of the Products;
6.1.3	be of satisfactory quality within the meaning of the Sale of Goods Act 1979, as amended; and	7.1.5	represent and warrant that they buy the Products in the course of business and that they are not a "Consumer" for the purpose of the Unfair Contract Terms Act 1977.
6.1.4	be fit for purpose	8	Liability
6.2	The Seller will, at its option, repair, replace or refund the price of defective Products, provided that and subject to clause 8:	8.1	The Seller does not exclude its liability:
6.2.1	the Buyer informs the Seller in writing and within seven Business Days of discovery that some or all Products do not comply with clause 6.1;	8.1.1	for death or personal injury caused by its negligence;
6.2.2	the Buyer gives the Seller a reasonable opportunity to examine the defective Products; and	8.1.2	for breach of the terms implied by s 12 of the Sale of Goods Act 1979 and by s 2 of the Supply of Goods and Services Act 1982;
6.2.3	the Buyer returns the defective products to the Seller at the Seller's expense.	8.1.3	for defective products under the Consumer Protection Act 1987;
6.3	These Terms will apply to any Product repaired or replaced under clause 6.2.	8.1.4	for fraud or fraudulent misrepresentation.
6.4	The Seller will not be liable for any failure of the Products to comply with clause 6.1:	8.2	Neither party will be liable for:
6.4.1	where such failure arises by reason of fair wear and tear or wilful damage, negligence, or abnormal working conditions;	8.2.1	loss of data or use;
6.4.2	to the extent caused by the Buyer's failure to comply with the Seller's instructions as to: (i) storage, installation, commissioning, use or maintenance of the Products; or (ii) good practice in relation thereto;	8.2.2	any form of indirect, consequential or special loss; or
6.4.3	to the extent caused by the Seller's following any design or specification or requirement of the Buyer in relation to the Product;	8.2.3	any loss of or failure to realize expected profit, revenue or savings or any other form of pure economic loss, whether any such loss is direct or indirect
6.4.4	where the Buyer repairs or alters any Product without the Seller's prior written agreement; or		and, in each case, however arising.
6.4.5	where the Buyer uses any Product after notifying the Seller that it does not comply with clause 6.1.	8.3	Other than as set out above, the Seller limits its liability (however arising) in respect of or in connection with the Products, and otherwise in connection with these Terms to the total price of Products which are the subject of these Terms.
6.5	Except as set out in this clause 6:	9	Confidentiality
6.5.1	the Seller gives no warranty in relation to the Products; and	9.1	Neither party will, without the other's prior written consent, disclose (other than under clause 9.3):
6.5.2	will be under no liability for their failure to comply with the warranty in clause 6.1.	9.1.1	the existence of these Terms;
	In particular, the conditions implied by ss 13–15 of the Sale of Goods Act 1979 are expressly excluded.	9.1.2	any information relating to the other parties, products, plans or otherwise to the business or affairs of the other party which is obviously confidential or has been identified by the other party as such; or
6.6	Where the Products are listed as secondhand goods (excluding video heads, lasers, tubes and CCD blocks) the Seller shall provide a 4-month warranty on parts and labour provided that the fault is not due to fair wear and tear. The Seller does not warrant against the external casing of the Products. Acceptance of delivery under clause 5 shall be deemed an acceptance of the external condition of the Products.	9.1.3	any information developed by either party in performing its obligations under, or otherwise pursuant to, these Terms.
6.7	Subject to clauses 6.8 and 6.9, if a Product is deemed faulty within the warranty period the Seller shall at their option repair or replace such Products (or the defective part thereof). Alternatively, the Seller retains the right to refund the price of the Products provided that the Buyer returns the goods prior to the refund.		All such matters together Confidential Information .
6.8	The warranty provided in clause 6.6 is only valid if the Buyer advises the Seller of the defect within seven days of when the Buyer discovers or ought to have discovered the defect and that the Seller has been given an opportunity to examine the faulty Product within 14 days of confirmation of the defect.	9.2	Neither party will use the other's Confidential Information except as required to perform these Terms.
6.9	The Seller shall not be liable to repair or replace the Products if;	9.3	Disclosure of Confidential Information may be made to a party's officers, employees, professional advisers and consultants and other agents, in each case on condition that the party disclosing is responsible for compliance with the obligations of confidence hereunder.
6.9.1	the Buyer continues to use the Products once the Buyer becomes aware of the fault;	9.4	Confidential Information does not include information which:
6.9.2	the defect arises as a result of the Buyer's failure to follow the Seller's (or the manufacturer's) oral or written instruction as to the storage, installation, commissioning, use, or maintenance of the Product;	9.4.1	is, or becomes, public other than by breach of these Terms;
6.9.3	the Buyer alters or repairs the Products without the Seller's written consent;	9.4.2	was before these Terms were entered into or becomes, known to the other party without breach of confidence;
6.9.4	the defect arises due to mishandling, negligence, abuse or unreasonable or improper use.	9.4.3	is independently developed by the other party without using information supplied by the first party; or
		9.4.4	is required to be disclosed by law or regulatory authority.
		9.5	A reasonable number of copies of Confidential Information may be made and used for the purposes of these Terms and subject to this clause 9.
		9.6	This clause 9 will remain in force for a period of two years from termination.
		10	Force Majeure
		10.1	Force Majeure means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations hereunder (including (but not limited to) an act of God, fire, explosion, flood, lightning, earthquake or other natural disaster; epidemic, war or national emergency, riot or civil unrest, strike, lockout or boycott or other industrial action; interruption or failure of supplies of

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	power, fuel, water, transport, equipment or telecommunications service; or material required by or for performance of the contract). Inability to pay is not Force Majeure.		any premises of the first party and take possession of them. Pending such return or taking possession, the first party will be responsible for such materials and will not use them for any purpose not connected with these Terms.
10.2	A party will not be liable if delayed in or prevented from performing its obligations due to Force Majeure, provided that it:	11.3.4	the accrued rights and liabilities of the parties will not be affected; and
10.2.1	promptly notifies the other of the Force Majeure event and its expected duration; and	11.3.5	clauses which expressly or by implication are to survive termination will do so.
10.2.2	uses reasonable endeavours to minimize the effects of that event.		
10.3	If, due to Force Majeure, a party:	12	General
10.3.1	is or will be unable to perform a material obligation; or	12.1	Time
10.3.2	is delayed in or prevented from performing its obligations for a continuous period exceeding 60 days,		Other than under clause 3.6, time is not of the essence for the performance of any obligation under these Terms.
	the other party may, within 30 days, terminate on immediate notice	12.2	Set-off
11	Termination		The Buyer may not set off any amount the Seller owes it against any amount it owes the Seller in relation to these Terms. All payments hereunder will be made without set-off or counterclaim, free and clear of and without deduction for all taxes, levies, duties, charges, and withholdings of any kind now or in future imposed in any jurisdiction unless the Buyer is compelled by law to deduct or withhold any such amounts, in which case it will pay to the other such additional amount as will ensure that the other is paid the full amount it would have received but for such deduction or withholding.
11.1	The agreement entered into in accordance with these Terms may be terminated forthwith at any time by either party on written notice to the other if:	12.3	Relationship
11.1.1	the other commits a material breach, or series of breaches resulting in a material breach, of the Terms and such breach is not remediable or is not remedied within 14 days of written notice to do so;		The parties are independent businesses and not principal and agent, partners, or employer and employee.
11.1.2	the other: (i) suspends or threatens to suspend payment of its debts; (ii) is unable to pay its debts as they fall due; or (iii) is unable to pay its debts (being a company) within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) there is any partner to whom any of the foregoing applies;	12.4	Variation
11.1.3	the other: (i) negotiates with its creditors for rescheduling of its debts; (ii) makes a proposal to or compounds with its creditors in respect of its debts other than solely by way of solvent amalgamation or reconstruction; or (iii) makes an application to court for protection from its creditors generally;		Variations to these Terms or the Order will have effect when agreed in writing.
11.1.4	the other passes a resolution for winding-up or for the appointment of an administrator, or a liquidator or administrator is appointed in relation to the other, or a winding-up order is made in relation to the other, other than solely in relation to a solvent amalgamation or reconstruction;	12.5	Severability
11.1.5	a receiver or administrative receiver may be or is appointed in relation to the other or any of its assets;		The unenforceability of any part of these Terms will not affect the enforceability of any other part.
11.1.6	any creditor of the other attaches, takes possession of, or any distress, execution or similar process is levied or enforced against, all or any part of the other's assets, and such attachment or process is not discharged within 14 days;	12.6	Notices
11.1.7	the other takes or suffers any action similar to any of the above in any jurisdiction;		Notices will be in writing. They may be given, and will be deemed received:
11.1.8	there is a material change in the management, ownership or control of the other;	12.6.1	by first-class post: two Business Days after posting;
11.1.9	the other suspends trading, ceases to carry on business, or threatens to do either;	12.6.2	by airmail: seven Business Days after posting;
11.1.10	the other (being an individual) dies or ceases to be capable of managing his own affairs; or	12.6.3	by hand: on delivery; and
11.1.11	the other is subject to an event of Force Majeure under clause 10.	12.6.4	by facsimile: on receipt of a successful transmission report from the correct number.
11.2	In addition to its rights under clause 11.1, the Seller may terminate at any time:	12.7	Waiver
11.2.1	on 14 days' written notice to the Buyer;		No delay, act or omission by either party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.
11.2.2	immediately on written notice to the Buyer if the Buyer has failed to pay any amount due under these Terms on the due date.	12.8	Rights of Third Parties
11.3	On termination, for any reason:		These Terms are not enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
11.3.1	the Buyer will immediately pay all invoices of the Seller then outstanding and not disputed in good faith;	12.9	Entire Agreement
11.3.2	the Seller will, within 14 Business Days, invoice the Buyer for all Products delivered or provided but not yet invoiced and the Buyer will pay such invoice within a further 30 Business Days (unless the invoice is disputed in good faith);		No other terms apply.
11.3.3	each party will within 14 Business Days return any materials of the other then in its possession or control; if it fails to do so, the other may enter onto	12.10	Succession
			These Terms will bind and benefit each party's successors and personal representatives.
		12.11	Governing Law and Jurisdiction
		12.11.1	These Terms will be governed by the law of Israel
		12.11.2	Disputes will be submitted to the exclusive jurisdiction of the courts of Israel.