



**mse**  
multichannel solutions  
for entertainment  
A DCC PLC COMPANY

# TERMS AND CONDITIONS OF TRADE

1. In these Conditions of Sale:

"The Company" means VHS Distribution Ltd trading as MSE.

"The Buyer" means the person, firm or Company ordering or buying goods from the Company.

"The Goods" means the goods, the subject matter of the relevant order or contract for sale.

2. No contract in respect of the Goods between the Company and the Buyer shall exist until the Buyer's order has been accepted by the Company. In the event that the Buyer's order seeks to make the sale subject to terms different from these conditions, acceptance of the Buyer's order by the Company (whether or not such acceptance is accepted by formal order acknowledgement) shall be deemed to be a fresh offer by the Company on the basis of these conditions. In which event (unless these conditions are accepted by the Buyer prior to delivery) acceptance of delivery of the Goods by the Buyer shall constitute acceptance of the Company's offer and the Contract of Sale shall be formed at that moment. No conditions or terms stipulated in any other communication or document shall vary or annul any of those conditions except insofar as the same are expressly consented to in writing by the Company.

## TRADE DESCRIPTIONS

3. Subject to clause 4 and 5 the goods supplied to the Buyer shall:-

(a) Be of merchantable quality

(b) If sold by description, conform with their description

(c) Sold by sample, conform to the sample

(d) If the purposes for which they are required is indicated in writing by the Buyer before the Company accepts the Buyer's order be responsibly fir for that purpose.

## WARRANTY

4. Save as aforesaid the Company gives no warranty, guarantee, promise whatsoever in relation to the goods supplied and all warranties, conditions, representations, guarantees whatsoever in relation to the goods, save as set out above and hereby excluded.

## REJECTED GOODS

5. (a) The Buyer may give notice in writing to the company to reject the goods if the Company fails to comply with its obligations under clause 4 hereof if the Company gives the Buyer notice in writing of such rejection within 28 days after delivery of the goods to the Buyer and if in such notice of rejection the Buyer specifies the reasons for such rejection.

(b) In case as is set out in clause 5(a) above the Buyer shall thereafter return the rejected goods to the Company and the Company shall within a reasonable time replace such rejected goods with goods which are in respects in all accordance with the contract.

(c) If the Company does not within a reasonable time replace the rejected goods, the Company shall repay to the Buyer any monies paid by the Buyer in respect of such reject goods.

## PRICE

6. Quoted prices include the cost of normal packaging but exclude delivery and V.A.T.

7. (a) The prices for the goods shall be those ruling at the date despatch and the Company reserves the right to amend its quoted prices at any time prior to the date of despatch.

(b) All Proposals/Reply to Tender/Quotations is correct at date of issue of said document. Errors and omissions are excluded (E&OE). They are valid for seven working days. All amendments, additions, deletions or cancellations of Licenses must be advised to MSE, in writing within seven days of despatch from MSE.

## CREDIT POLICY AND PAYMENT INFORMATION

8. We are pleased to offer credit terms to qualified parties. Our credit terms are 30 days net from date of invoice. Statements are sent out at monthly intervals to enable you to check your current invoices paid and due. Accounts with overdue balances will be placed on credit hold. This means that no further goods will be shipped until the account is brought into order. Repeated failure to keep to our credit terms will result in the permanent loss of credit facility. A surcharge will be made for any accounts settled by credit card.

9. The Buyer shall pay the price of the goods on the date specified by the invoice for the invoice of the goods. If any part remains unpaid after 28 days from the date of the invoice, the balance unpaid shall bear interest and such interest shall be payable by the Buyer to the Company at the rate of 4 percent over the base rate for the time being of Bank of Ireland until payment of the unpaid balance is received in full.

## BUYER'S PROPERTY

10. (a) The goods the subject of this agreement by the Company to sell shall be at the risk of the Buyer as soon as they are delivered by the Company to the Buyer's vehicles or his premises or otherwise to his order.

## RETENTION OF TITLE

11. The Company and the Buyer expressly agree that until the Company has been paid in full for the goods comprise in this or any other sales contract between them and all outstanding amount due to the Company from the Buyer or any associated or subsidiary or holding company of the Buyer or from any director or shareholder of the Buyer or any other such company.

(a) The goods shall remain the property of the Company and the Buyers, as bailees of them for the Company, will store the same for the Company in a proper manner without charge and in such a way that the goods are clearly identified as being the property of the Company, notwithstanding that the risk therein shall pass to the Buyer as provided herein.

(b) At any time the Company may recover from the Buyer the goods remaining in the Buyer's possession and for the purposes thereof may enter upon any premises of or occupied by the Buyer or any third party (with the consent of that third party).

(c) The Buyer has the right to dispose of the Goods in the course of its business for the account of the Company and to pass title to the goods to their customers being bona fide purchasers for value without notice of the Company's rights.

(d) In the event of such disposition the Buyer or its Director(s) (if a Limited Company) has the fiduciary duty to account to the Company for proceeds thereof but may retain there from an excess of such proceeds over the amount outstanding to the Company under this or any other sales contract between them and for all outstanding amounts due to the Company from the Buyer or any associated or subsidiary or holding company of the Buyer or from any director or shareholder of the Buyer or any other such company.

(e) If the Company by reason of failure of the Buyer to pay any invoice in respect of the goods supplied under its contract within 56 days of the date of the invoices refers the invoices to a collection agency for a collection, then the Buyer shall pay and the Company may add to their invoice in question the collection charges of such collection agency.

(f) If the Buyer is a limited company and goes into liquidation owing money to MSE then the Directors of the Buyers jointly and severally agree to pay MSE on demand the money so owed by the Buyer.

12. Notwithstanding the preceding condition, all risk in respect of the Goods shall be assumed by the Buyer upon delivery of the same to him.

## LOSS OR DAMAGE IN TRANSIT OR NON DELIVERY

13. The Buyer shall examine the Goods immediately they are delivered to him. The Company reserves the right to reject claims in respect of shortages or damage in transit or non-delivery of the Goods, or in the case of non-delivery 2 days after the due date for delivery.

## DEFECTIVE PRODUCTS

14. (a) The Company's liability (both in contract and in tort) in respect of defects in the Goods shall be limited to the replacement of faulty items or material, or the issue of credit notes in respect thereof, or the granting of a refund or other such compensatory measures as the Company at its discretion considers appropriate in the circumstances. Such measures shall relate only to the actual faulty items or their value, and the Company shall not in any circumstances be under any liability to the Buyer in respect of indirect or consequential loss or damage, or loss of profits, sustained by the Buyer PROVIDED, always that these conditions do not exclude or restrict the Company's liability for death or personal injury arising from its negligence.

(b) A returns authorisation number must first be obtained from our customer service department either by telephone or letter. Returned goods must be accompanied by a copy of the original invoice relating to their purchases.

(c) GOODS RETURNED MUST BE IN THE ORIGINAL PACKAGING AND IN A CLEAN RESALABLE CONDITION. GOODS RETURNED OTHERWISE WILL, AT OUR DISCRETION, EITHER BE REFUSED OR A FURTHER ADDITIONAL RESTOCKING FEE CHARGED TO COVER THE ADDITIOANL COSTS INVOLVED.

We will not be responsible for goods returned to us that are lost in transit.

## FORCE MAJEURE

The Company reserves the right to cancel, vary or suspend the operation of contract of sale if events occur which are in the nature of force majeure including (without prejudice to the generality of the fore-going) fire, floods, storm, plant breakdown, strikes, lockouts, riot, hostilities, non-availability of materials or supplies or any other event outside of the control of the Company; and the Company shall not be liable for any breach of contract resulting from such an event.

## CANCELLATION

16. The Company may withhold or cancel further or any deliveries under the contract of sale and may recover all losses resulting there from if the Buyer:

(a) fails to make payment on the due date under any contract with the Company, or

(b) enters into a composition with its creditors, or (being a company) has a receiver appointed or passes a resolution for winding up or if a Court shall order it to be wound up, or commits an available act of bankruptcy, or

(c) is in breach of any item and conditions contained herein (notwithstanding) that on former occasion or occasions it has waived its rights). The exercise of rights under condition 15 shall be without prejudice to the Company's other rights of remedies.

## COPYRIGHT

17. The Company reserves to itself any copyright, patent, trade mark, registered design or otherwise in the goods supplied.

## ANTI-PIRACY

18. The Buyer agrees to comply with any and all applicable laws and regulations and the Buyer agrees to take all commercially reasonable steps to prevent unauthorised distribution, duplication or pirating of software products.

## LAW

19. In the event that any singular part of these terms and conditions is held to be invalid or unenforceable by a court of competent jurisdiction, all other remaining parts remain in force.