

BEDROCK AUDIO BV GENERAL CONDITIONS OF SALE

1 January 2019

1 Quotations and orders

1.1 A quotation will be valid for 30 days from the date of the quotation.

1.2 To avoid higher prices being applied to any agreement, the Customer must ensure that the quotation reference number is quoted in all purchase orders made by the Customer in response to quotations from Bedrock Audio BV.

1.3 No order submitted by the Customer shall be deemed accepted by Bedrock Audio BV unless and until confirmed in writing by Bedrock Audio BV.

2 Prices and payment

2.1 Unless otherwise agreed in writing between Bedrock Audio BV and the Customer, prices shall be those applicable at the date of the invoice, exclusive of VAT.

2.2 Agreed prices are based on quantities the Customer has indicated it will purchase. Bedrock Audio BV reserves the right to vary the price if the Customer fails to take delivery of the indicated quantity within the delivery period or, if outside the delivery period, within a reasonable time.

2.3 The Customer shall pay for the Goods (less any discount to which it is entitled but without any other deduction) not later than the last bank working day of the month following the month in which the Goods were invoiced, unless otherwise agreed in writing. Any query by the Customer relating to an invoice must be made in writing within 30 days of the date of invoice.

2.4 Bedrock Audio BV shall be entitled to bring an action for the price whether or not the property in the Goods has passed. Time for payment shall be of the essence.

2.5 In the event of default in payment by the due date, Bedrock Audio BV reserves the right to charge interest on money overdue until payment in full is made, and to suspend delivery or terminate the contract in respect of any undelivered Goods, and appropriate any payment made by the Customer as Bedrock Audio BV thinks fit.

3 Delivery

3.1 A delivery date shall be treated as being approximate and Bedrock Audio BV shall not be liable for any delay in delivery, provided that it uses commercially reasonable efforts to meet the delivery date. All Goods shall be delivered EXW unless otherwise agreed. Bedrock Audio BV reserves the right to charge for any special delivery arrangements and for all pallet equipment not returned to Bedrock Audio BV within 60 days of receipt.

3.2 The Customer will sign an advice note on receipt of the Goods. If the Customer specifies "unexamined" or similar wording Bedrock Audio BV will treat that as confirmation of receipt of all the Goods in the advice note. Any loss or damage to Goods found on delivery, and any delivery of a whole consignment, must be notified in writing to the carrier and to Bedrock Audio BV within 7 days. Damaged Goods and associated packaging should be retained for examination.

3.3 If the Customer:

3.3.1 fails to take delivery or give adequate instructions; or

3.3.2 requests Bedrock Audio BV to hold the Goods after the agreed date for delivery; payment will be due and payable 30 days from the date the Goods were available for dispatch, or Bedrock Audio BV may at its option sell the Goods and (after deducting all reasonable storage and selling expenses) charge the Customer for any shortfall below the contract price.

3.4 Bedrock Audio BV shall be entitled to determine the route and manner of delivery of the Goods, and make partial deliveries of the Goods or deliver the Goods by installments. No sale of Goods shall be a sale by sample.

3.5 Where Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by Bedrock Audio BV to deliver any one or more instalments or any claim by

Customer under these General Conditions shall not entitle the Customer to reject further instalments or cancel any further contract.

4 Variations

4.1 Bedrock Audio BV reserves the right to modify the goods to comply with statutory or EU regulations and to improve facilities or performance. It is Bedrock Audio BV's policy to endeavour to develop and improve its goods, and accordingly Bedrock Audio BV reserves the right to change specifications without prior notification or public announcement, provided that nothing in this clause shall oblige the customer to accept goods which do not reasonably comply with the contract.

5 Storage

5.1 If customer fails to give all necessary instructions and documents for the goods to be forwarded, or customer shall otherwise cause or request a delay, the customer shall pay in addition to the price, all storage and other relevant costs.

5.2 Bedrock Audio BV shall be entitled to withhold delivery and put the goods in storage if customer owes any amounts or is in arrears with payment.

5.3 Where Bedrock Audio BV arranges storage on the customer's behalf or for a reason in clauses 5.1 or 5.2, all charges for storage, insurance and demurrage shall be payable by the customer.

6 Title and risk

6.1 Immediately upon delivery, risk in the goods will pass to the customer.

6.2 Title in the goods will not pass to the customer until Bedrock Audio BV has received full payment for the goods and for any other goods that Bedrock Audio BV has sold to the customer for which payment is outstanding.

6.3 Until title passes the customer holds the goods on behalf of Bedrock Audio BV as bailee and must keep the goods free from any charge, lien or other encumbrance and shall keep the goods identifiable and separate from other property in its possession.

6.4 The customer has the right to resell the goods but not as Bedrock Audio BV's agent and Bedrock Audio BV may terminate that right at any time prior to full payment being made but in any event upon the insolvency of the customer.

6.5 In the event of a breach under clause 11 of these General Conditions, Bedrock Audio BV will be entitled during working hours to enter the customer's premises or vehicles and disconnect and remove any or all of Bedrock Audio BV's goods. Nothing in this clause confers any right on the customer to return the goods to Bedrock Audio BV or to create any agency between itself and Bedrock Audio BV.

7 Return of goods

Goods delivered will not be accepted for return without prior written consent of Bedrock Audio BV and unless the Goods are returned in accordance with any applicable Bedrock Audio BV's return procedure. No credit will be given to the Customer for unauthorised returns and any costs incurred by Bedrock Audio BV in handling or disposing of the Goods will be borne by the Customer.

8 Warranty

8.1 Bedrock Audio BV warrants that at the time of delivery, the Goods will correspond with their specification and will be free from defects in material and workmanship for the relevant Bedrock Audio BV business's stated warranty period, subject to the following conditions. Bedrock Audio BV shall be under no liability in respect of:

- 8.1.1 any defect in the Goods arising from designs or specifications supplied to Bedrock Audio BV by the Customer;
- 8.1.2 any defect arising from the Customer's failure to follow Bedrock Audio BV's instructions in relation to proper use and storage of the Goods;
- 8.1.3 any defect arising as a result of: excessive wear and tear; the Goods being incorrectly fitted; subjected to neglect; carelessness or abnormal conditions; accident; or any attempt at repair, replacement or modification has been made without the prior written agreement of Bedrock Audio BV;
- 8.2 Bedrock Audio BV shall be under no liability under clause 8.1 where the terms of payment set out in clause 2 have not been complied with by the Customer.
- 8.3 No warranty is given as to whether or not the Goods infringe any third party patent, trademark, copyright, design right or other intellectual property right and with respect to such third party rights Bedrock Audio BV transfers only such title as Bedrock Audio BV may have to the Customer. However, Bedrock Audio BV does warrant that at the time of acceptance of the Customer's order it is not actually (nor should it be reasonably) aware of any such infringement.
- 8.4 If a Customer notifies Bedrock Audio BV that it has a claim and if Bedrock Audio BV reasonably agrees that the claim is valid, Bedrock Audio BV has the option to refund the cost of the Goods, or repair or replace the Goods.
- 8.5 The Customer shall notify Bedrock Audio BV of a claim for defective Goods within 3 days from the date of delivery or, where the defect was not apparent on reasonable inspection, within 7 days after discovery of the defect.
- 8.6 The warranty referred to above is subject to any written agreement with the customer to the contrary, such as when any bought-out guarantee applies.

9 Remedies and limitation of liability

Important – The Customer's attention is in particular drawn to the provisions of this clause 9.

- 9.1 The following sets out Bedrock Audio BV's liability to the Customer in respect of or in connection with the supply or any failure to supply Goods under these General Conditions, whether in contract or tort, including negligence, and are the Customer's sole remedies in respect of any act or default on the part of Bedrock Audio BV.
- 9.2 Bedrock Audio BV will accept liability for death or personal injury resulting from its negligence, for any breach by it of Section 12 of the Sale of Goods Act 1979, for fraud or for fraudulent misrepresentation, and for any other liability which cannot be excluded by law.
- 9.3 Bedrock Audio BV will accept liability for direct physical damage to the tangible property of the Customer to the extent that it is caused by the negligence of Bedrock Audio BV, subject to the exclusions set out in clause 9.5 and up to a maximum limit of €1,000,000 in aggregate
- 9.4 Except as provided in clauses 8.4, 8.6, 9.2 and 9.3, Bedrock Audio BV's total liability in respect of any one default will not exceed the total purchase price of all the Goods in respect of which Bedrock Audio BV is in default. If a number of defaults give rise to substantially the same loss or are attributable to the same or similar cause, then they will be regarded as giving rise to only one claim. Bedrock Audio BV will be given a reasonable opportunity to remedy any default.
- 9.5 Except as provided in clause 9.2 Bedrock Audio BV will not be liable for:
- 9.5.1 Loss of business, revenue, profits, anticipated savings (even where the same arise directly from a breach of these General Conditions); or
- 9.5.2 Special, indirect or consequential loss, even if such loss is foreseeable by or in the contemplation of Bedrock Audio BV, or for any claim made against the Customer by any other person.
- 9.6 Except as expressly stated in this clause 9 all conditions and warranties implied, statutory or otherwise are excluded to the maximum extent permitted by law.
- 9.7 Any claims for rebates or credits shall only be valid if made within 3 months of the expiry of the period to which any written agreement to give such rebates or credits applies, or where no such agreement has been made, within 12 months of any grounds for such claim.

10 Patents and copyright

10.1 In order to safeguard Bedrock Audio BV against any liability for patent infringement where the Goods supplied or any part or component in the Goods, or the use of any such Goods, parts or components are subject to a patent (whether held by Bedrock Audio BV or otherwise), the Customer shall only use patented goods, parts or components for the purposes, in the manner and places, or as such parts or components of specific products, as may be specified by Bedrock Audio BV, or if not specified as may be agreed between Bedrock Audio BV and the Customer. Where a claim is made or action brought against the Customer for infringement of patents in respect of the use or sale of the Goods or any part in them, the Customer shall immediately notify Bedrock Audio BV, and Bedrock Audio BV shall be entitled at its own expense and with the Customer's assistance if requested, to conduct, with Bedrock Audio BV's own lawyers and experts, all negotiations for settlement of, and/or any litigation arising from, any claim or action. No admission of liability shall be made by the Customer nor shall it incur any expense without Bedrock Audio BV's written consent. Bedrock Audio BV assumes no liability for infringement of patent rights covering any combination of any Goods with any product, whether or not supplied by Bedrock Audio BV, or any method or process in which any Goods may be used. Furthermore, Bedrock Audio BV shall not be liable for any patent right infringement arising from compliance with the Customer's design, specification or instruction except to the extent that the infringement arises from the manufacturing process employed by Bedrock Audio BV.

10.2 Where software or documentation is embedded in or delivered with the Goods, the sale of the Goods shall not constitute a transfer of title in the same to the Customer but shall only imply a non-exclusive and non-transferable licence under Bedrock Audio BV's intellectual property rights to use the same with, and as embedded in or delivered with, the Goods as supplied by Bedrock Audio BV.

10.3 The Customer shall not:

10.3.1 modify, adapt, alter, translate or create derivative works from any software embedded in or provided by Bedrock Audio BV with the Goods;

10.3.2 assign, sub-license, lease, rent, loan, transfer, disclose or otherwise make available such software;

10.3.3 merge or incorporate such software with or into any software, or

10.3.4 reverse, assemble, decompile, disassemble or otherwise attempt to derive the source code for such software, except as expressly permitted under English law. Customer shall reproduce, without any amendments or changes, any proprietary rights legends of Bedrock Audio BV and/or its affiliates or its third party suppliers in any software or documentation provided by Bedrock Audio BV. Licence terms of third parties may apply.

10.4 All descriptions, drawings, software or other information supplied by Bedrock Audio BV will remain Bedrock Audio BV's property together with the copyright in them.

11 Breach

11.1 Without prejudice to any other right or remedy, a party not in breach will be entitled to consider the other party in breach and may promptly terminate any contract and/or suspend any further deliveries and bring action in accordance with clause 2.4 if:

11.1.1 a party commits a material breach of the contract and fails to remedy the same within 14 days of receiving written notice to remedy from the other party (however, late payment requires no such notice for there to be such a breach); or

11.1.2 either party or its parent or subsidiary companies as defined in s 736 of the Companies Act 1995 makes any voluntary arrangement with creditors or becomes subject to an administration order, or if an individual or firm, becomes bankrupt or, if a company, goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or

11.1.3 a receiver or administrative receiver is appointed over, or an encumbrancer takes possession of any of a party's property or assets or the property or assets of its parent or subsidiary companies or a party ceases trading or threatens to cease trading or any distress or execution is levied on a party, its goods or assets; or

11.1.4 a party has reasonable cause to believe that any of these events is about to occur to the other party.

12 Export control

12.1 The validity of Bedrock Audio BV's quotation, and any resulting agreement, may be subject to the granting of a governmental export licence. In the event that such a licence or end-use statement is required, the Customer shall promptly provide Bedrock Audio BV with such document on written request. In case the delivery of the Goods is restricted or forbidden due to export control laws, the rights and obligations of the Customer will be suspended for the duration of such laws, and this agreement may be cancelled.

13 General

13.1 Neither party shall be liable to the other for any breach arising from, (and Bedrock Audio BV may in its discretion allocate products, so as to supply fewer Goods than agreed, in case of,) events beyond the reasonable control of the other party or its sub-contractors or suppliers including but not limited to acts of God, war, riot, fire, strikes, terrorism, lock-outs or other forms of industrial action.

13.2 These General Conditions may not be amended, varied or modified except in writing signed by a duly authorised officer or representative of each of the parties.

13.3 Failure or delay by a party in enforcing or partially enforcing any provision of these General Conditions shall not be construed as a waiver of any of its rights under any contract.

13.4 If any provision of these General Conditions is found to be invalid or unenforceable in whole or in part, the validity of the other provisions and the remainder of the provision in question shall not be affected by that invalidity or unenforceability.

13.5 These General Conditions are subject to English law and the parties submit to the non-exclusive jurisdiction of the English Courts.

13.6 Any terms and conditions which by their nature extend beyond expiration or termination of these General Conditions shall survive and remain in effect.

13.7 These General Conditions are not intended to be for the benefit of, and shall not be enforceable by any person who is not named at the date which the order is placed.

13.8 Any other terms and conditions or provisions proposed by the Customer whether orally or in writing shall be of no effect and the supply of the Goods by Bedrock Audio BV shall not constitute acceptance of such terms and conditions or provisions.

13.9 Prices do not include the costs of any environmental charges including any approved uniform visible fee or any other fee arising out of the Directive 2002/96/EC on Waste Electrical and Electronic Equipment or any similar or derived legislation, and such additional costs will be invoiced to and payable by the Customer.

13.10 All descriptions and illustrations and particulars of weights and dimensions and performance criteria issued by Bedrock Audio BV in catalogues, price lists, advertising matter and specifications are by way of general descriptions and approximate only and shall not form part of any contract with Bedrock Audio BV.

13.11 These General Conditions, the Customer's order (but excluding any customer terms and conditions) and Bedrock Audio BV's acceptance of the order constitute the entire agreement and understanding of the parties with respect to its subject matter. Each of the parties acknowledges that, in entering into this agreement, it has not relied on any oral or written representation, warranty, or other assurance (except as provided for or referred to in these General Conditions) and waives all rights and remedies which might otherwise be available to it.