

CONDITIONS OF BUSINESS

1. Definitions

- 1.1 'Company' means Pro Light London Limited (trading as Pro Light London) whose registered office is at 24 Ockham Drive, UB6 0FD (company registration number 10869751) and its successors and assigns.
- 1.2 'Customer' means the person, company or partnership hiring the Equipment (including where applicable Company Personnel) or purchasing Goods from the Company, as the case may be, pursuant to these Terms.
- 1.3 'Company Personnel' means the employees, agents, subcontractors or any other representatives of the Company whose services are employed by the Customer whether in conjunction with the hire of the Equipment.
- 1.4 'Contract' means the agreement between the Company and the Customer for the hire of the Equipment (including where applicable Company Personnel) or the sale and purchase of Goods, as the case may be, in accordance with and incorporating these Terms.
- 1.5 'Equipment' means the equipment and all articles materials, Vehicles and Generators hired out or supplied by the Company to the Customer or any replacement equipment and all accessories including generator sets and additions thereto.
- 1.6 'Generators' means vehicles and the electricity generating plant comprised in such vehicles that are required to provide electricity for the operation of Equipment;
- 1.7 'Goods' means consumables from available stock held by the Company;
- 1.8 'Hire Fee' means the fee charged by the Company to the Customer represented by the Hire Charge or calculated by reference to the Price List as the case may be;
- 1.9 'the Hire Charge' means the charges and rates agreed by the Company and the Customer as set out in the Order;
- 1.10 'Order' means the Customer's written acceptance of the Quotation.
- 1.11 'Price' means the prevailing price payable for the Goods as shown in the Company's price list for Goods.
- 1.12 'Price List' means the prevailing price list/ rate card for hire of Equipment or price for the sale of Goods as the case may be.
- 1.13 'the/these Terms' means these terms and conditions.
- 1.14 'Quotation' means the Company's written quotation sent to the Customer.
- 1.15 'Vehicles' means vehicles that are, as a prerequisite, required for the delivery to the Customer, and/or for onsite storage at the Customer's designated location, and return of the Equipment to the Company and the end of the Hire Period, which expression includes, Generators.
- 1.16 Reference to 'writing' or 'written' includes faxes and e-mails.

2. Basis of Contract

- 2.1 Unless otherwise agreed in writing by a director of the Company any Order by the Customer for the supply of Equipment and/or sale and purchase of Goods, as the case may be, shall be construed as an express acceptance of these Terms which, shall prevail to the exclusion of all other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice, or course of dealing in constituting the Contract between the Customer and the Company.
- 2.2 The Order constitutes an offer by the Customer to purchase Goods or hire the Equipment and/or Services (as the case may be) in accordance with these Terms.
- 2.3 The Order shall only be deemed to be accepted when the Company issues written acceptance of the Order to the Customer at which point and on which date and time the Contract shall come into existence.
- 2.4 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company, which is not set out in the Contract.

3. Hire Period for Equipment

- 3.1 The hire period for the Equipment ('the Hire Period') shall commence on the date when the Equipment leaves the Company's premises for delivery to the Customer at the Customer's designated location to arrive, or has been collected or made available for collection by the Customer, at the agreed delivery date as set out in the Order and (unless terminated in accordance with these Terms) the Hire Period shall be extended to such date as otherwise agreed in writing to be extended or varied;
- 3.2 The Company will use reasonable endeavours to have the Equipment available for delivery or collection (as the case may be) on the date and time set out in the Order but the Company shall not incur any liability whatsoever in the event of any delay which is beyond its reasonable control.
- 3.3 In the event that return of the Equipment is delayed by the Customer beyond the Hire Period then, unless otherwise agreed, the Customer shall be charged an additional Hire Fee based on the Price List for the Equipment on a daily rate for each day or part of a day beyond and including the day on which the Equipment is returned, unless the delay is due to any fault on the part of the Company or the Company's Personnel.

4. Rates and Payments

- 4.1 During the Hire Period and (without prejudice to any termination of the Contract and any consequential rights of the Company) until return of the Equipment to the Company the Equipment shall be let and hired at the Hire Fee which shall be based on the Hire Charge, or in the absence of a Hire Charge, on the Price List for the Equipment hire. The Hire Fee shall be quoted and paid in pounds sterling.
- 4.2 Unless otherwise agreed, the Customer shall pay 50% of the Hire Fee in advance and the balance in the initial week or part of a week due

immediately prior to the date of the proposed commencement of the Hire Period.

- 4.3 All sums due from the Customer to the Company under the Contract shall be subject to Value Added Tax (or any replacement tax) at the rate for the time being in force.
- 4.4 The Customer shall be exclusively responsible for all customs and other duties and all related costs and expenses payable on any international transaction.
- 4.5 The Customer may in certain circumstances and at the Company's sole discretion become entitled to a discount on the Hire Charges. Any such discount shall be strictly conditional on the Customer complying with these Terms, including as to time and manner of payment of Hire Fees, and the Company reserves the right without notice to revoke such a discount at any time in the event of breach on the part of the Customer of any of its obligations under the Contract or any breach of these Terms.
- 4.6 If the Customer fails to make any payment due to the Company under the Contract by the due date for payment ('the Due Date') the Company shall have the right to charge interest on the overdue amount at the rate of 4% per month above the main base lending rate for the time being of the London Clearing Banks on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment, and compounded daily.

5. Inspection and Condition

- 5.1 If the Customer undertakes a pre-delivery inspection of the Equipment at the Company's premises, through its employees, agents or subcontractors or other representatives ('the Customer's Representatives'), then unless the Customer's Representatives immediately on pre-delivery inspection and, in any event within 14 days of taking delivery, notify the Company of any defect or malfunction in or the operation or functionality of the Equipment, it shall be deemed that the Equipment is suitable for the Customer's purposes and that it is in good working order and repair, fair wear and tear excepted. Time shall be of the essence of the Contract in respect of any notice required to be given by the Customer or Customer's Representatives pursuant to this condition.

6. Loss or Damage to Equipment and Vehicles

- 6.1 The Customer is responsible for returning the Equipment at the end of the Hire Period or any extension thereof in the same condition as it was in at the commencement of the Hire Period (fair wear and tear excepted). The Customer shall make good to the Company all and any loss suffered as a result of loss or damage to the Equipment of any kind and from whatsoever cause (however excluding where any such loss or damage has been caused by the Company's and/or any Company Personnel's negligence or default except to the extent of the Company Personnel's acts or omissions are under the direct instructions/directions of the Customer) and shall pay the Company the lesser of the full replacement cost of the Equipment or the cost of reinstating the Equipment to the condition it was in at the commencement of the Hire Period. Without limitation to the foregoing, the Customer shall continue to pay the Hire Charge for the period during which the Equipment (or its replacement) is unavailable for hire by the Company to customers of the Company, whether or not there is any demand for it, as a result of such loss of damage except where any such loss or damage has been caused by the Company's and/or any Company Personnel's negligence or default except to the extent of the Company Personnel's acts or omissions are under the direct instructions/directions of the Customer).

7. Insurance

- 7.1 Reference to Equipment in this clause 7 shall mean Equipment excluding vehicles unless otherwise stated.
- 7.2 While the Equipment is in the Customer's sole care, custody and control, the Customer shall (without prejudice to the liability of the Customer to the Company) keep the Equipment insured for its full replacement value, as advised by the Company, throughout the Hire Period against all risks including third party risks or damage by fire, theft (whether or not involving forcible or violent entry or exit to such storage facility in which the Equipment is stored) and such other risks usually covered by comprehensive insurance policy covering similar products to the Equipment.
- 7.3 While the Equipment is in the Customer's sole care, custody and control, the Customer shall in addition (and without prejudice to the liability of the Customer to the Company) take out and maintain insurance against loss, damage or liability arising in connection with the use of the Equipment and/or loss due to breakdown, accident, damage, or delay and/or liability resulting in damage or injury to Equipment, death of injury to persons or damage to property which results from the Company Personnel acting on the directions of the Customers employees, its agents or subcontractors under such insurance to be for such sum as it is reasonably stipulated by the Company or in the absence of such stipulation for a minimum of £1,000,000 for public liability in respect of each occurrence.
- 7.4 The Customer's insurance cover and policy shall in respect be free from unreasonable restrictions or excess and shall (if the Company so elects) be in the joint names of the Company and the Customer and shall be with a reputable insurance company or companies who shall be notified that the Equipment is owned by is on hire from the Company.
- 7.5 In the event that the Customer is in breach of its obligation to insure pursuant to these Terms, the Company shall itself be entitled (but not obliged) at any time and from time to time to effect at the reasonable expense of the Customer insurance against all or any of the contingences above referred to and against any other contingency which the Company may in its absolute discretion decide.

- 7.6 The Customer shall not use or allow the Equipment to be used for any purpose or by any person not permitted by the terms and conditions of the policy of insurance (by whomsoever effected) and shall not do or allow any act or thing whereby such insurance may be invalidated. The Customer shall indemnify the Company against all loss, damage, or liability whatsoever not recoverable under the policy of insurance.
- 7.7 The Customer shall (within two (2) working days, give written notice to the Company of any occurrence which will or may give rise to a claim being made on any insurance pursuant to this condition. The Customer shall not negotiate or compromise any claim without the consent of the Company.
- 7.8 If requested, the Customer shall allow the Company to take over the conduct of negotiations (except in relation to claims against the Customer for death, personal injury, damage or loss or damage to the property of any third party or that of the Customer, unconnected with the Equipment) and shall at the expense of the Customer take such proceedings in the Customer's sole name or, if so required by the Company, jointly with the Company) and the Customer shall all sums recovered together with any monies received by the Company under its policy of insurance on the trust for the Company any paying or applying the same as the Company directs and as herein provided.
- 7.9 In respect of Vehicles, the Company shall insure Vehicles hired to the Customer on a fully comprehensive basis, but the Customer shall be liable for and shall indemnify the Company against any uninsurable loss, including any excess on the Company's insurance policy incurred by the Company as a result of any act or omission of the Customer its employees or persons acting under its directions and/or control.
- 7.10 Nothing in this clause 7 shall entail that the Customer and/or the Customer's insurers are liable for any loss, damage, liability, personal injury and/or death caused by the Company's and/or any Company Personnel's negligence or default except to the extent of the Company Personnel's acts or omissions are under the direct instructions/directions of the Customer).
- 8 Limitation of Liabilities and Indemnities**
- 8.1 The Company shall have no liability to the Customer or to any person, firm or company in respect of any claim whatsoever arising in connection with the acquisition, use, operation, or possession of the Equipment or the acts omissions or default of Company Personnel including (without limitation) any claim for consequential loss or consequential damage other than liability (if any) of the Company for death, personal injury or damage to property arising out of negligence on the part of the Company or of the Company's employees, agents or subcontractors or any directions or implied instructions given to Company Personnel.
- 8.2 The Customer shall indemnify the Company against all claims or actions by and/or direct loss or damage to any other person, firm, company, property connected with the acquisition use operation or possession of the Equipment whether such claim action loss or damage arises from breach of contract or of third party rights (however excluding where any such loss, damage or liability has been caused by the Company's and/or any Company Personnel's negligence or default except to the extent of the Company Personnel's acts or omissions are under the direct instructions/directions of the Customer) and such indemnity shall continue in force in relation to the subject matter of the Contract notwithstanding that the parties remaining obligations under the Contract shall have been discharged or otherwise terminated.
- 8.3 The Company shall not be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.
- 8.4 The Company will not be liable for damage to the Equipment after delivery to the Customer or to a carrier nominated by the Customer or to any person acting under the direction and/or authority of the Customer or for any damage to Equipment caused by any delay in delivery, adverse weather conditions or unsuitable storage after the Equipment has left the premises of the Company.
- 8.5 In no circumstances shall the liability of the Company to the Customer (under the Contract or otherwise) exceed the invoice value of the Contract to the Company.
- 9 Termination of Hire and Repossession**
- 9.1 Without limiting its rights or remedies, the Company may terminate the Contract with immediate effect by giving written notice to the Customer if: (i) The Company commits a material breach of the Contract and fails to remedy that breach within 30 days of the Customer being notified in writing of such a breach; (ii) The Customer suspends or threatens to suspend payment of its debts, or is unable to pay its debts as they fall due or (being a company) is deemed unable to pay its debts within the meaning of S.123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of S.268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing applies; (iii) the Customer shall do or allow to be done any act or thing which prejudices or jeopardizes the Company's rights in the Equipment or any other part thereof (iv) or affects the Customer's credit worthiness (including without limitation the service on the Company of any legal proceedings); then in each and every case the Customer shall be deemed to have repudiated the Contract and the Company may thereupon or at any time thereafter forthwith terminate the hire of the Equipment constituted by the Contract.
- 9.2 If any of the following events occur, namely: (i) If a petition is filed, notice is given, a resolution is passed, or an order is made for or in connection with the winding up of the Customer (being a company), other than for the sole purpose of a scheme for solvent amalgamation of the Customer with one of more other companies or the solvent reconstruction of that other party or if the Customer (being an individual) is the subject of a bankruptcy petition or (being a partnership) has any partner to whom any of the foregoing applies; (ii) a creditor, or encumbrancer of the Customer attaches or takes possession of, or a distress execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; (iii) if an application is made to a court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer; or (iv) the Customer (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation or (being a partnership) has any partner to whom any of the foregoing applies; then without limiting its other rights or remedies, the Company may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this contract on the due date for payment.
- 9.3 On termination of the Contract for any reason: (i) the Customer shall immediately pay to the Company all of the outstanding Hire Fees together with any additional Hire Fees for any period of delay in return of the Equipment as set out in these Terms and any interest accrued to the Company as determined pursuant to these Terms; (ii) the Customer shall return all of the Equipment. If the Customer fails to do so, then the Company may enter the Customer's premises and take possession of them. Until redelivery, the Customer shall be solely responsible for the Equipment's safe keeping and will not use it for any purpose not connected with this Contract; (iii) the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and (iv) clauses which expressly or by implication have effect after termination shall continue in full force and effect.
- 10 Customer's Duties**
- 10.1 During the period of the Contract the Customer shall: (i) Keep and maintain the Equipment in its safe custody at its own risk and ensure that the Equipment is kept in good condition until redelivered to the Company, and shall not dispose, loan, assign, pledge, encumber, or part with possession of or suffer any lien to be created over the Equipment or any part thereof other than in accordance with the Company's written instructions; (ii) Ensure that the Equipment is used in a proper manner and by persons having the appropriate qualifications, licences, permissions and consents; (iii) Take proper care of the Equipment and ensure that it is properly stored and protected from interference and damage from any source whatsoever including inter alia the effect of the elements and interference from strangers; (iv) not take or allow any of the Equipment to be taken out of the United Kingdom mainland without the Company's prior written consent.
- 11 Replacement and Repairs**
- 11.1 The Customer shall at all reasonable times permit the Company and its employees, agents or subcontractors access to the Equipment to inspect test, adjust, repair, alter, or replace the same.
- 11.2 If at any time during the Hire Period the Equipment or any part thereof is in need of adjustment or repair or if there are any accidents or incidents involving the Equipment or any part thereof then the Customer shall forthwith notify the Company by telephone. In the case of adjustment or repair for which the Company is responsible, the Company shall either carry out the necessary adjustment or repair on-site or, at its discretion, shall arrange the removal of the Equipment or part or parts thereof to the Company's premises for adjustment or repair. In the event of the Company removing the Equipment or any part thereof from the Customer's designated location, then the Company may at its option adjust, repair or redeliver the Equipment or such part or parts thereof, or the Company may replace the Equipment or such part or parts thereof, or the Company may replace the Equipment or such part or parts thereof in which case the Contract shall continue as if the substituted equipment or such part or parts had been included in the subject matter of the Contract. All adjustments, repairs, redeliveries and/or replacements of equipment which are undertaken by the Company pursuant to this clause 11.2 shall be undertaken as soon as reasonably practicable.
- 11.3 If the Equipment requires adjustment or repair to the whole or part (other than where due to fair wear and tear) due to any damage caused by the Customer, its employees, agents and subcontractors then (however, for the avoidance of doubt, excluding any damage caused by the Company's and/or any Company Personnel's negligence or default except to the extent of the Company Personnel's acts or omissions are under the direct instructions/directions of the Customer): The Customer shall (in addition to its other liabilities set out in the Contract) be liable for the reasonable costs of inspection, loading, unloading and transportation and replacement parts or other materials in connection with the carrying out of the adjustments or repair. The Customer will also be liable for the removal of the Equipment or any part or parts thereof and the redelivery thereof or any substitute thereof

and for the avoidance of doubt should the Customer request that any repair be carried out at designated location by the Company Personnel then all additional labour costs and all other expenses (including travel and accommodation) shall be paid by the Customer. Hire Fees shall continue to be payable at the Price List, in addition to the Hire Charge, on a daily basis for each day beyond the Hire Period until such time as the Equipment is fully operational or replaced and returned to the Company (up to a maximum of 6 weeks beyond which such obligation shall end).

12 Vehicles

- 12.1 Where the Equipment hired includes any Vehicles the provisions of this condition shall apply. The Customer agrees to pay the Hire Charge, and shall indemnify the Company in respect any liability in respect of any appropriate insurance excess, all costs, penalties, charges, fines including but not limited to parking fines and payment of congestion charges, and any and all court costs arising from the Customer's acts or omissions during the Hire Period and until the vehicle is returned to the Company however excluding any such costs and/or liabilities are caused by the Company's and/or any Company Personnel's negligence or default except to the extent of the Company Personnel's acts or omissions are under the direct instructions/directions of the Customer.
- 12.2 The Vehicles are provided to the Customer for delivery and the storage of the Equipment only. The Vehicles are not to be used, and the Customer will not permit them to be used, for any purposes for which they are not expressly designed including but not limited to (i) hire and reward; (ii) any activity which might render the vehicle insurance policy void; (iii) for any illegal purpose or in contravention of any legislation affecting the vehicle, its use or construction; (iv) use by any person who is not licensed to drive the vehicle, is under the influence of drink or drugs or has been convicted of a motoring offence the details of which have not been disclosed in writing to the Company at the point of hire.
- 12.3 The Customer agrees not to effect any of the following, without the prior written consent of the Company: (i) undertake any mechanical or other modification, make any alterations additions, fit any towing equipment or other accessories or nonstandard tyres to the Vehicles. Should the Company give its consent, the Customer shall be liable for the cost of such modification addition and alteration and once complete, the same shall become part of the Vehicles and shall become the Company's property; (ii) remove or interfere with any identification mark or plates affixed to the vehicles nor attempt or purport to do so nor permit the same or deface the paintwork or bodywork of the Vehicles, nor add or erect any painting, sign writing, lettering or advertising to or on the Vehicles.
- 12.4 During the Hire Period the Customer shall: (i) Ensure that the Vehicles are operated properly and safely by drivers who at all times hold valid and current driving licences in the appropriate classes for the Vehicle hired; (ii) Indemnify and keep indemnified the Company against all fines, penalties and liabilities imposed on the Company or arising in respect of any non-compliance or contravention of any transport, traffic or other law or regulation, together with the cost or expense relating thereto however excluding any such costs and/or liabilities are caused by the Company's and/or any Company Personnel's negligence or default except to the extent of the Company Personnel's acts or omissions are under the direct instructions/directions of the Customer. In the case of any accident resulting in death, personal injury or damage to property the Customer will be liable to the fullest extent however excluding where any such death, personal injury or damage to property is caused by the Company's and/or any Company Personnel's negligence or default except to the extent of the Company Personnel's acts or omissions are under the direct instructions/directions of the Customer; (iii) Not to use or permit the Vehicles to be used or operated in a manner contrary to any statutory provision or regulation or in any way contrary to law, having regard in particular (but without prejudice to the generality of the foregoing) to the regulations affecting maintenance and usage of tyres, tachographs and drivers' hours.
- 12.5 As specified in the Quotation, the Customer shall either: (i) pay for the distance travelled by the Vehicles at the Company's prevailing charging rate by reference to the relevant type of Vehicle hired to the Customer and pay for the number of Generator hours used; or (ii) the Customer shall pay the first full tank of fuel for the first use of the Generators at the Company's prevailing rates whilst any subsequent re-fueling may be carried out at petrol stations at the Customers expense.
- 12.6 The Customer shall sign a declaration and provide such information truthfully and accurately as shall be required by the Company before the release of the Vehicle to the Customer or the Customer's representative.
- ## 13 Services of Company Personnel
- 13.1 During any period when the Company Personnel are supplied to the Customer pursuant to the terms of this Agreement then such Company Personnel shall be deemed to be the servants or agents of the Customer and the Customer shall be responsible for all acts and omissions of the Company Personnel and shall indemnify the Company for their acts or omissions whilst in the Customers control.
- 13.2 To the extent the Company Personnel are under the direct instructions/directions of the Customer, the Customer will comply with all health and safety legislation in relation to the services performed by the Company Personnel and the place and method of work and in particular (but without limitation) the Customer shall ensure that (a) all Company Personnel working at height in excess of 2 meters (without guard rails or equivalent

protection) or 15 meters (in any event) shall wear safety harnesses which shall be provided by the Customer, (b) drivers of Vehicles shall not exceed the maximum hours allowed by statute and the Customer will pay for a replacement driver and all associated expenses as necessary and (c) the Customer shall provide such facilities and locations as shall enable the Company to comply with all and similar legislation and regulations which are applicable.

- 13.3 The Customer will be liable for all claims, costs, expenses, proceedings, or demands made by a third party in connection with or arising from any acts omissions or default of Company Personnel whilst acting under the direct instructions/directions of the Customer.
- 13.4 The rates applicable to the hire of the services of Company Personnel are set out in the Company's labour charging structure ('Labour Charging Structure') for the applicable production type. Details of the Labour Charging Structure will be set out in the Quotation.
- 13.5 The period of the hire of services of Company Personnel shall (unless terminated in accordance with the Terms) continue until the termination date agreed between the Company and the Customer or, if later, the date on which the services of the Company Personnel are terminated.
- ## 14 Sale of Goods
- 14.1 The provisions of this condition shall apply to the Contract for the sale of Goods.
- 14.2 In addition to the Price, VAT will be charged at the current rate.
- 14.3 The Customer shall collect the Goods from the Company's premises. The risk in the Goods shall pass to the Customer once the Goods have been collected or once the Goods have been delivered to a location designated by the Customer, whichever shall first occur.
- 14.4 If the Customer shall elect to receive the Goods on a sale or return basis in relation to such Goods the Customer shall be deemed to have accepted them and agreed to purchase them upon their first being used, lost or damaged by the Customer or if they shall not have been returned to the Company within 2 days of the end of the Contract.
- 14.5 In spite of delivery having been made and the Goods having been accepted, title in the Goods shall not pass from the Company until the Customer has paid the price for the Goods and no other sums whatever shall be due from the Customer to the Company.
- 14.6 Until title in the Goods passes to the Customer, the Customer shall: (i) hold the Goods on a fiduciary basis as the Company's bailee (ii) store the Goods separately from all other Goods held by the Customer so that they remain readily identifiable as the Company's property and marked in such a way that they are clearly identifiable (iii) not remove deface or obscure any identifying mark or packaging on or relating to the Goods; (iv) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery; (v) give the Company such time relating to the Goods as the Company may require from time to time; but the Customer may resell or use the Goods in the ordinary course of its business.
- 14.7 If before title to the Goods passes to the Company to the Customer, the Company becomes aware of the Customer's insolvency (being a company) or bankruptcy (being an individual) or (being a partnership) has any partner to whom any of the foregoing applies, or the Company reasonably believes that the Customer may become insolvent or bankrupt and notifies the Customer accordingly, then provided that the Goods have not been resold or irrevocably incorporated into another product and without limiting any other right or remedy that the Company may have the Company may at any time require the Customer to deliver up the Goods and if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.
- ## 15 Miscellaneous
- 15.1 These Terms incorporating the Order constitute the entire agreement between the parties hereto and any variation shall be binding only if it is in writing signed on behalf of the Company.
- 15.2 A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 15.3 Any notice or other communication required to be given to a party under the Contract shall be in writing and shall be delivered to the other party personally or sent by first class post, recorded delivery or by commercial courier to its registered office or its principal place of business, or sent by fax to the other party's main fax number or by email.
- 15.4 Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the registered office of either the Customer or the Company, or if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second business day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed or if sent by fax, on the next business day after clear transmission.
- 15.5 Where there are two or more parties to the Contract as Customer their liability shall be joint and several. In the Contract and the Terms and where the context so admits or requires the masculine shall include the feminine or vice versa and the singular shall include the plural.
- 15.6 The Contract and the Terms and any dispute or claim arising or in connection with it shall be governed by and construed in accordance with

English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

- 15.7 For clarity and avoidance of any doubt, the Company acknowledges and agrees that it takes no right, interest or ownership in and to any matter the Customer produces using the Equipment. Customer (on behalf of its employer and its successors, assigns and licensees) shall own all rights of every kind in and to all video and sound recordings, motion pictures or photographs made, recorded and/or developed whether with the Equipment and/or otherwise, in any and all media now known or hereafter devised or discovered, throughout the world in perpetuity, and to exploit whenever and wherever Customer chooses, including, without limitation, in the advertising, publicity and promotion of Customer's productions, without further payment or permission of any kind.