

TERMS AND CONDITIONS OF SALE
(the "Conditions")

1 **Definitions and Interpretation**

In these Conditions the following terms have the following meanings:

"**Customer**" means the customer detailed on the Order;

"**Crown**" means Crown Leisure Limited (company number 01267676) of Gleadhill House, Dawbers Lane, Euxton, Chorley, Lancashire PR7 6EA;

"**Delivery Address**" the address for delivery of the Goods which shall be Crown's principal place of business unless otherwise specified in the Order;

"**Estimated Delivery Date**" means the anticipated delivery date detailed on the Order;

"**Goods**" means the goods detailed on the Order;

"**Intellectual Property Rights**" means all rights in the nature of patents, designs, copyright, trade marks, rights in databases and utility models and all other rights of a similar nature (whether registered or unregistered and whether capable of registration or not) in the Goods and/or arising out of the performance of the Services;

"**Order**" means an order for goods and/or services which is subject to these Conditions;

"**Price**" means the price detailed on the Order for the Goods and/or Services to be purchased by Customer or, if no price is detailed on the Order, Crown's standard price for the Goods (plus freight, packaging, insurance and assembly) and/or Services from time to time in each case as may be varied in accordance with clause 5.4; and

"**Services**" means the installation of the Goods by Crown (if applicable) and/or any services detailed on the Order.

2 **Basis of contract**

2.1 These Conditions apply to all contracts for the sale of goods and/or services entered into by Crown. By placing an Order Customer agrees to deal with Crown on these Conditions to the exclusion of all other terms, conditions, warranties or representations (unless given fraudulently or specified in the Order) including, without limitation, any terms and conditions appearing on Customer's purchase order or implied by trade or a course of dealing.

2.2 Each Order contains all the terms agreed by Customer and Crown in relation to its subject matter and supersedes all prior agreements, understandings and arrangements whether oral, in writing or arising from a course of dealing.

2.3 All Orders are subject to acceptance at Crown's absolute discretion and are not binding upon Crown until accepted by it in writing.

2.4 If there is a conflict between these Conditions and an Order, the terms of the Order shall take precedence but only to the extent that a term is unambiguously and expressly stated to vary these Conditions.

2.5 Crown may alter these Conditions from time to time. Any change shall apply to all Orders placed after the date of the change. Customer is reminded of the need to periodically check these Conditions for changes.

2.6 Crown reserves the right to change the specification of the Goods and/or Services without notice to Customer, including (without limitation) to comply with safety, regulatory and other requirements.

2.7 Customer may not cancel or vary any Order which Crown has accepted orally or in writing without Crown's express written consent. Crown reserves the right to charge Customer reasonable cancellation charges and/or a restocking fee (of 10% of the Price) in the event of any such cancellation.

2.8 Crown will not be responsible for the procurement of any licences, consents or permissions required for the ownership, installation and/or operation of the Goods and/or the receipt of the Services. Customer is responsible for procuring all necessary licences, consents and permissions and Customer shall notify Crown of its licence number (granted by the Gambling Commission (or its successor) pursuant to the Gambling Act 2005 (as modified, amended or replaced)) prior to delivery of the Goods and/or Services.

2.9 Customer is responsible for assessing the Goods' suitability and appeal. Crown shall not be liable for any advice or recommendations given by any employees or agents of Crown to the Customer in relation to the Goods which has not been confirmed in writing by an authorised officer of Crown. In particular, Crown does not guarantee the popularity of any Goods and shall have no liability for failure of Goods to create revenue for Customer. Any such advice is accepted and acted on entirely at Customer's own risk.

2.10 Customer acknowledges that it has not relied upon any matter not confirmed in accordance with clause 2.9 or set out in the Order.

3 **Delivery of Goods**

3.1 Unless otherwise specified in an Order, delivery of the Goods will be made ex works (INCOTERMS 2000) at the Delivery Address. Crown will use its reasonable endeavours to make the Goods available for collection by Customer (or its nominated carrier) on or around the Estimated Delivery Date. Time of delivery shall not be of the essence.

3.2 Delivery will be deemed to take place when the Goods are made available for collection at the Delivery Address. Customer shall collect (or procure the collection of) the Goods during Crown's business hours within 3 working days of Crown notifying Customer the Goods are ready for collection.

3.3 If Crown agrees to deliver the Goods other than as set out in clause 3.1 then Crown shall use reasonable endeavours to deliver the Goods to the Delivery Address on or before the Estimated Delivery Date but time of delivery shall not be of the essence. Subject to clause 3.7, Customer shall be deemed to accept the Goods upon delivery notwithstanding any lateness in delivery.

3.4 Customer shall provide all necessary labour and equipment to enable the Goods to be safely unloaded at the Delivery Address.

3.5 If for any reason Customer fails to collect the Goods or accept delivery of any of the Goods when they are ready for delivery or, Crown is unable to deliver the Goods by the Estimated Delivery Date because Customer has not provided adequate delivery instructions, documents, licences or authorisations:

3.5.1 risk in the Goods shall pass to Customer (including, without limitation, for loss or damage caused by Crown's negligence);

3.5.2 the Goods shall be deemed to have been delivered;

3.5.3 Customer shall remain liable to pay the Price by the date specified in the Order or, if different, Crown's invoices; and

3.5.4 Crown may store the Goods and Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance) until such time as the Goods are collected by Customer and/or delivered by Crown.

3.6 Crown shall be entitled to deliver the Goods in instalments in which case each instalment shall be treated as a separate contract and Crown's default or breach in respect of any instalment shall not entitle Customer to cancel the remainder of the relevant Order or any part of it. Notwithstanding this, a failure to accept delivery of and/or pay for any instalment shall entitle Crown to cancel any other instalment or treat the whole Order as repudiated.

3.7 Customer shall inspect the Goods on delivery and must notify Crown within 48 hours of receipt of the Goods if the Goods are damaged or if less than the amount ordered has been delivered. Crown will not be liable for any damage or shortfall that is not notified to it within such timescale. Customer's sole remedy in respect of any such damage and/or shortfall will be (a) the repair or replacement of the damaged Goods and/or (b) delivery of any shortfall.

4 **Performance of Services**

4.1 Crown will use reasonable endeavours to perform the Services in accordance with any timescales specified in the Order but time of performance shall not be of the essence.

4.2 Crown will perform the Services with reasonable care and skill. Customer's only remedy in respect of a breach of this clause 4.2 will be (at Crown's sole discretion) (i) re-performance of the affected Service or (ii) a refund of the proportion of the Price relating to the affected Services together with any other costs or expenses invoiced by Crown in respect of those Services under clause 5.3.

4.3 Where the Services include the installation of Goods or any other items, Customer shall be responsible for providing appropriate power, telecommunication and other supplies required for the installation and/or operation of the Goods and for preparing the premises for the installation of the Goods in accordance with any instructions issued by Crown.

5 **Payment**

5.1 Unless otherwise agreed in writing, the Price will be invoiced on delivery of the Goods in accordance with clause 3 and/or the performance of the Services.

5.2 Invoices are payable in the currency detailed in the Order without set off or deduction within 30 days of the date of invoice unless otherwise agreed in writing. Time for payment shall be of the essence.

5.3 The Price is exclusive of the costs of delivery, packing, insurance, VAT and any other applicable taxes, duties, import levies and charges all of which Customer will be liable to pay to Crown in addition to the Price. If Crown incurs any costs or expenses on behalf of Customer these costs or expenses shall be included in Crown's invoice together with the Price.

5.4 Crown shall be entitled to increase the Price to reflect any increase in the cost to Crown of providing the Goods and/or Services which is due to circumstances beyond its reasonable control and/or any change in delivery dates, Delivery Address, quantities or specifications for the Goods and/or Services which are requested by Customer (and agreed to by Crown) or any delay caused by any instructions or information (or lack thereof) provided by Customer.

5.5 If Customer fails to pay the Price in full when it is due, Crown shall be entitled to suspend delivery of Goods and/or performance of the Services and/or charge interest on the overdue amount at the rate of 4% above the Bank of Scotland base lending rate from time to time calculated on a daily basis from the due date until the date of payment. Customer shall indemnify and hold Crown harmless in respect of any loss, liability, damage, costs and expenses (including, without limitation, legal costs) suffered or incurred by Crown in recovering any unpaid and overdue sums.

6 **Risk and title**

6.1 Title to the Goods will pass to Customer only when Crown has received payment of the Price in full in cleared funds.

6.2 The risk of loss of or damage to the Goods passes to Customer upon delivery.

6.3 Until title of the Goods passes to Customer, Customer shall hold the Goods as Crown's fiduciary agent and bailee. Customer shall be entitled to sell or use the Goods in the ordinary course of its business but shall account to Crown for such proportion of the proceeds of the sale or use of the Goods as shall equate to the Price or any unpaid part thereof and which it shall keep separate from the monies of Customer or any third party.

6.4 Until title to the Goods passes to Customer (and provided that the Goods have not been sold) Crown shall be entitled to require Customer to deliver up the Goods and, if Customer immediately fails to do so, to enter upon the premises where the Goods are stored and repossess them. Customer shall procure that any third party in possession of the Goods will permit Crown to repossess them and will indemnify and hold Crown harmless in respect of any loss, liability, damage, costs and expenses (including, without limitation, legal costs) suffered or incurred by Crown in relation to such repossession or attempted repossession.

7 **Warranty**

7.1 Without prejudice to clause 3.7, Crown warrants that Goods supplied as new shall correspond in all material respects with any specification provided by Crown (or otherwise agreed between Crown and Customer) and will be free

from major defects in material and workmanship for 90 days (and where Goods are sold as used, this period shall be 30 days) from the date of delivery provided that:

- 7.1.1 any defect that would have been apparent to Customer on reasonable inspection is notified to Crown within 48 hours of receipt of the Goods;
 - 7.1.2 all other defects are notified to Crown in writing immediately upon discovery and in any event within 48 hours of the expiry of the relevant warranty period;
 - 7.1.3 Crown is given a suitable opportunity to examine the allegedly defective Goods and Customer shall return the Goods to a site nominated by Crown for such inspection;
 - 7.1.4 Crown shall be under no liability in respect of any defects arising from:
 - (a) any drawing, design or specifications supplied by Customer;
 - (b) fair wear and tear;
 - (c) wilful damage or negligence by Customer or persons using the Goods;
 - (d) abnormal working conditions or misuse of the Goods;
 - (e) alteration or repair of the Goods without Crown's prior approval;
 - (f) Customer's (or users') failure to follow Crown's instructions (whether oral or in writing) or to use the Good in accordance with their specification (if any);
 - 7.1.5 Customer does not make any further use of such Goods after giving written notice of an alleged breach of warranty; and
 - 7.1.6 the above warranty does not extend to parts, materials or equipment not manufactured by Crown, in respect of which Customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to Crown and which Crown hereby assigns to Customer so far as it is able.
- 7.2 Customer's only remedy in respect of a breach of clause 7.1 will be (at Crown's sole discretion) (i) repair or replacement of the defective Goods or (ii) a refund of the proportion of the Price relating to the defective Goods together with any other costs or expenses invoiced by Crown in respect of those Goods under clause 5.3.
- 7.3 Customer shall be responsible for the costs of carriage and insurance for returning Goods to Crown for repair and subsequent redelivery to Customer.
- 7.4 Customer shall be responsible for the cost of carrying out repairs at Customer's premises or where the deficiency is found by Crown to be due to incorrect or negligent use or operation of the Goods.

8 **Intellectual Property**

- 8.1 All Intellectual Property Rights in the Goods and in or arising from the performance of any Services shall vest in Crown (save to the extent that any Intellectual Property Right in any component contained in the Goods or Services would otherwise vest in a third party).
- 8.2 Crown is entitled to inform third parties that it provides, or has provided, the Goods and/or Services to Customer. For this sole purpose, Customer grants Crown a licence to use its corporate name and any logo.
- 8.3 Nothing in these Conditions will be construed as any representation or warranty by Crown that the design, manufacture, use or sale of the Goods or Services will not infringe any third party intellectual property rights.

9 **Liability**

- 9.1 Save as provided in clause 9.3, Crown's total aggregate liability to Customer in respect of each Order (whether in contract, tort (including, but not limited to, negligence) or otherwise) shall not exceed the Price paid or payable under such Order.
- 9.2 In no event shall Crown be liable for any claim to the extent that it relates to:
 - 9.2.1 incorrect identification of coinage or banknotes;
 - 9.2.2 fraud by anyone other than Crown or its contractors;
 - 9.2.3 loss of profits, goodwill, business opportunity or anticipated savings;
 - 9.2.4 injury to reputation;
 - 9.2.5 third party losses; or
 - 9.2.6 indirect, consequential or special loss or damage,

regardless of the form of action, whether in contract, tort (including, but not limited to, negligence) or strict liability and regardless of whether Crown knew or had reason to know of the possibility of the loss or damage in question.

- 9.3 Nothing in these Conditions or an Order will exclude or limit Crown's liability for:
 - 9.3.1 death or personal injury caused by negligence;
 - 9.3.2 fraud or fraudulent misrepresentation;
 - 9.3.3 damage suffered as a result of the breach of the warranties as to title and quiet enjoyment implied under English law; or
 - 9.3.4 any other loss or damage the exclusion or limitation of which is prohibited by English law.
- 9.4 All warranties, conditions, guarantees and representations that may be implied into these Conditions or an Order by statute, common law or otherwise are hereby excluded to the fullest extent permitted by law.

10 **Termination**

- 10.1 Crown shall be entitled to terminate an Order if Customer makes an arrangement with or enters into a compromise with its creditors, becomes the subject of a voluntary arrangement, receivership, administration, liquidation or winding up, is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or otherwise becomes insolvent or suffers or is the subject of any restraint, execution, event of insolvency or event of bankruptcy or any similar process or event whether in the United Kingdom or otherwise.
- 10.2 If Crown becomes aware following acceptance of an Order, of circumstances which bring the creditworthiness of Customer into doubt, or if the agreed payment terms are not observed, Crown is entitled, at its absolute discretion, to consider all outstanding claims against Customer as due for payment immediately or to require the lodging of the appropriate securities or to withdraw from the Order.
- 10.3 If Crown is entitled to terminate an Order all outstanding elements of the Price shall become immediately due and payable. The termination of an Order shall

be without prejudice to Crown's rights and obligations accrued at the date of termination.

11 **General**

- 11.1 Crown shall not be liable for failure or delay in performing its obligations under these Conditions or an Order caused by a circumstance or event beyond its reasonable control including, without limit, strikes or industrial disputes (whether involving Crown's workforce or that of a third party), shortages of or inadequate sources of raw materials, component parts or essential utilities. In case of any shortages of raw materials or component parts Crown reserve the right to apportion Goods on an equitable basis in Crown's sole discretion.
- 11.2 Customer may not transfer, assign or otherwise part with its rights under these Conditions or an Order, whether in whole or in part, without Crown's prior written consent. Crown shall be permitted to sub-contract any of its obligations provided that Crown shall remain liable to Customer in respect of those obligations.
- 11.3 A party's failure to enforce or rely on or delay in enforcing or relying on any right that it may have under these Conditions will not prevent that party from later enforcing or relying upon that or any other right.
- 11.4 If a court or other regulatory body finds that any part of these Conditions is invalid or unenforceable, the remainder shall not be affected and shall be construed as if such invalid or unenforceable part did not exist.
- 11.5 Nothing in these Conditions shall confer any right upon any person who is not a party to it, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 11.6 In these Conditions, the headings are included for convenience only; the singular includes the plural and vice versa; and references to persons include all legal persons.
- 11.7 Save as provided in clause 3.1, the provisions of the INCOTERMS 2000 shall not apply
- 11.8 These Conditions and each Order (and any associated non-contractual claims or disputes) shall be governed by and construed in accordance with English law and the parties irrevocably submit to the exclusive jurisdiction of the English courts.