

## INSPIRED GAMING (UK) LIMITED – TERMS & CONDITIONS OF BUSINESS

### 1 INTERPRETATION

**1.1 Definitions.** In these Conditions, the following definitions apply:

<b>"Business Day"</b>	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
<b>"Commencement Date"</b>	has the meaning set out in clause 3.2.
<b>"Conditions"</b>	these terms and conditions as amended from time to time in accordance with clause 2.2.
<b>"Contract"</b>	the Customer's Order and the Supplier's acceptance of it in accordance with clause 3.2.
<b>"Customer"</b>	the person or firm who purchases the Equipment and/or Services from the Supplier.
<b>"Delivery Location"</b>	has the meaning set out in clause 5.1.
<b>"Equipment"</b>	the machines, kits, parts or any other item (or any part of them) set out in the Order.
<b>"Force Majeure Event"</b>	has the meaning given to it in clause 16.
<b>"Intellectual Property Rights"</b>	patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
<b>"Order"</b>	the Customer's order for the supply of Equipment in the Customer's purchase order form, or the Customer's written acceptance of the Supplier's quotation as the case may be and/or the Customer's order for the supply of Services as set out in a written service specification agreed between the Supplier and Customer from time to time.
<b>"Order Acknowledgement"</b>	written confirmation issued by the Supplier to the Customer confirming the Supplier's acceptance of an Order.

"Services"	the services supplied by the Supplier to the Customer as set out in an Order.
"Software"	any platform, product, functionality, program or operating system installed on Equipment supplied or to be supplied by the Supplier pursuant to an Order and any upgrade, enhancement or modification to such platform, product, functionality, programs or systems which are supplied by the Supplier to the Customer.
"Supplier"	Inspired Gaming (UK) Limited registered in England and Wales with company number 03565640.
"Supplier Materials"	has the meaning set out in clause 6.510.5.8.
"Territory"	the territory in which the Customer required the Equipment to be delivered.

**1.2 Construction.** In these Conditions, the following rules apply:

- 1.2.1** a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- 1.2.2** a reference to a party includes its personal representatives, successors or permitted assigns;
- 1.2.3** a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- 1.2.4** any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- 1.2.5** a reference to **writing** or **written** includes faxes and e-mails.

**2 APPLICATION OF CONDITIONS**

**2.1** These Conditions shall:

- (a) apply to and be incorporated in the Contract; and
- (b) prevail over any inconsistent terms or conditions contained in or referred to the Customer's purchase order, confirmation of order, or specification, or implied by law, trade custom, practice or course of dealing.

**2.2** No addition to, variation of, exclusion or attempted exclusion of any term of the Contract shall be binding on the Supplier unless in writing and signed by a duly authorised representative of the Supplier.

### **3 BASIS OF SALE**

**3.1** Each Order constitutes an offer by the Customer to purchase Equipment and/or Services in accordance with these Conditions.

**3.2** The Order shall only be deemed to be accepted when the Supplier:

**3.2.1** issues a Order Acknowledgement to the Customer, or

**3.2.2** delivers the Equipment and/or commences the Services

(whichever occurs earlier) at which point and on which date the Contract shall come into existence ("**Commencement Date**").

**3.3** The Supplier may deliver the Equipment by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the applicable Contract. Each instalment shall be a separate Contract and no cancellation or termination by either party of any one Contract relating to an instalment shall entitle the Customer to repudiate or cancel any other Contract or instalment.

**3.4** No Order which has been accepted by the Supplier may be cancelled by the Customer, except with the agreement in writing of the Supplier and provided that the Customer indemnifies the Supplier in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Supplier as a result of any such cancellation.

**3.5** These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

**3.6** Any quotation given by the Supplier shall not constitute an offer and the Supplier may withdraw it at any time by notice to the Customer.

**3.7** Any quotation given by the Supplier is only valid for a period of 30 days from its date of issue.

**3.8** The Supplier reserves the right to reject Orders without stating a reason.

**3.9** All of these Conditions shall apply to the supply of both Equipment and Services except where application to one or the other is specified.

**3.10** These Conditions supersede and take precedence over any other terms and conditions issued by the Customer to the Supplier, and any such terms and conditions shall not be legally binding upon the Supplier.

### **4 QUANTITY AND DESCRIPTION OF EQUIPMENT**

**4.1** The quantity and description of the Equipment shall be as set out in the Order Acknowledgement.

**4.2** Any samples, drawings, descriptive matter or advertising issued by the Supplier and any descriptions, illustrations or descriptions of the Equipment or Services contained in the

Supplier's catalogues or brochures or on the Supplier's website are issued or published for the sole purpose of giving an approximate idea of the Equipment and/or Services described in them. They shall not form part of the Contract or have any contractual force.

- 4.3 Any advice or recommendation given by the Supplier or its employees, contractors or agents to the Customer or its employees, contractors or agents about the storage, application or use of the Equipment which is not confirmed in writing by an authorised officer of the Supplier is followed or acted on entirely at the Customer's own risk.
- 4.4 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Supplier shall be subject to correction without any liability on the part of the Supplier.

## 5 DELIVERY OF EQUIPMENT

- 5.1 The Supplier shall deliver the Equipment to the location set out in the Order or such other location as the parties may agree ("**Delivery Location**") at any time after the Supplier notifies the Customer that the Equipment is ready.
- 5.2 Delivery of the Equipment shall be completed on the arrival of the Equipment at the Delivery Location or upon collection of the Equipment from the Supplier.
- 5.3 Any dates quoted for delivery of the Equipment are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Equipment howsoever caused.
- 5.4 The Equipment may be delivered by the Supplier in advance of any quoted delivery date on giving reasonable notice to the Customer.
- 5.5 Delivery shall be made during normal business hours on Business Days. The Supplier may levy additional charges for any deliveries made outside such hours at the Customer's request.
- 5.6 The Customer shall be responsible (at the Customer's cost) for preparing the Delivery Location for the delivery of the Equipment and for the provision of all necessary access and facilities reasonably required to deliver and unload the Equipment. If the Supplier is prevented from carrying out delivery on the specified date because no such preparation has been carried out or such access and/or facilities have not been provided, the Supplier may levy additional charges to recover its loss arising from this event.
- 5.7 The Customer shall be responsible for any damage, shortage or loss in transit in respect of any deliveries made by the Supplier or its carrier to the Customer.
- 5.8 Prior to the Supplier issuing a written Order Acknowledgement to the Customer, the Customer shall notify the Supplier of all and any permits, licences or other legal requirements which may be required for the Supplier to effect delivery. The Customer shall be responsible for obtaining and paying for any such permits, licences or other legal requirements in advance of the Supplier effecting delivery, and shall send such permits, licences or other legal documentation to the Supplier prior to delivery.
- 5.9 Prior to the Supplier issuing a written Order Acknowledgement to the Customer the Customer shall provide the Supplier with evidence of its compliance with all import and gaming regulations which shall apply within the Territory in relation to the importing of the

Equipment to the Territory and the use by the Customer of the Equipment within the Territory. The Customer shall be responsible for, and without delay submit all necessary applications in connection with the importing and use of the Equipment.

**5.10** The Supplier shall have the right to re-charge any VAT to the Customer in the event that it does not receive all requisite export documentation within 3 months of the date of the Order Acknowledgement.

**5.11** If the Customer fails to accept or take delivery of the Equipment within 14 Business Days of the Supplier notifying the Customer that the Equipment is ready, then except where such failure or delay is caused by a Force Majeure Event or by the Supplier's failure to comply with its obligations under the Contract in respect of the Equipment:

**5.11.1** delivery of the Equipment shall be deemed to have been completed at 9.00 am on the 15<sup>th</sup> Business Day following the day on which the Supplier notified the Customer that the Equipment were ready; and

**5.11.2** the Supplier shall store the Equipment until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).

If 15 Business Days after the Supplier notified the Customer that the Equipment were ready for delivery the Customer has not accepted delivery of them, the Supplier may resell or otherwise dispose of part or all of the Equipment.

## **6 QUALITY OF EQUIPMENT**

**6.1** The Supplier reserves the right (but does not assume the obligation) to make any changes in the specification of the Equipment which are required to conform with any applicable statutory or regulatory requirements or, where the Equipment is to be supplied to the Customer's specification, which do not materially affect their quality or performance.

**6.2** The Supplier warrants that on delivery, and for a period of 12 months for new Equipment and 1 month for used Equipment, from the date of delivery ("**warranty period**"), the Equipment shall be free from material defects in materials and workmanship.

**6.3** Subject to clause 6.4, if:

**6.3.1** the Customer gives notice in writing during the warranty period and within 14 days of the date the Customer discovers or ought to have discovered the defect that some or all of the Equipment do not comply with the warranty set out in clause 6.2;

**6.3.2** the Supplier is given a reasonable opportunity of examining such Equipment; and

**6.3.3** the Customer (if asked to do so by the Supplier) returns such Equipment to the Supplier's premises (or the premises of the Supplier's sub-contractor or agent) at the Customer's cost,

the Supplier shall, at its option, repair or replace the defective Equipment (other than consumable items), or refund the price of the defective Equipment in full.

**6.4** The Supplier shall not be liable for the Equipment's failure to comply with the warranty in clause 6.2 if:

- 6.4.1** the Customer makes any further use of such Equipment after giving a notice in accordance with clause 6.3.1;
- 6.4.2** the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Equipment or (if there are none) good trade practice;
- 6.4.3** the defect arises as a result of accident, wilful damage, misuse or use outside the Equipment's normal application, neglect, fair wear and tear, abnormal storage or operating conditions;
- 6.4.4** the defect arises as a result of installation or engineer error by or on behalf of the Customer;
- 6.4.5** the Customer alters or repairs the Equipment without the written consent of the Supplier;
- 6.4.6** equipment other than that approved by the Supplier has been used in conjunction with the Equipment; or
- 6.4.7** the serial numbers on each relevant item of Equipment do not remain intact.

**6.5** Except as provided in this clause 6, the Supplier shall have no liability to the Customer in respect of the Equipment's failure to comply with the warranty set out in clause 6.2.

**6.6** In the event of any claim by the Customer under the warranty set out in clause 6.2, the Supplier shall have the option of testing or inspecting the Equipment at its current location or requiring that the Equipment is transported to the Supplier's premises (or those of its sub-contractor or agent) at the Customer's cost. If the Customer's claim is found by the Supplier to be outside the scope or duration of the warranty set out in clause 6.2, the Customer shall pay the Supplier the costs of any inspection, testing or repair at the Supplier's prevailing rates for carrying out such work, the Supplier's prevailing standard price for any replacement Equipment supplied and any costs that are incurred by the Supplier in transporting the Equipment.

**6.7** The terms of the Contract shall apply to any repaired or replaced Equipment and the warranty period applicable to any repaired or replacement Equipment shall be the unexpired period of the warranty period, as detailed in clause 6.2, that applied to the Equipment repaired or replaced.

## **7 TITLE AND RISK**

**7.1** The risk in the Equipment shall pass to the Customer:

- 7.1.1** in the case of deliveries made by the Supplier or its carrier to the Customer, on the arrival of the Equipment at the Delivery Location. Unloading of the Equipment shall be at the Customer's risk whether it is

carried out by the Supplier or the Customer or any other person acting on behalf of either party; or

- 7.1.2** upon collection of the Equipment by the Customer or its carrier from the Supplier. Loading of the Equipment shall be at the Customer's risk whether it is carried out by the Supplier or the Customer or any other person acting on behalf of either party.

**7.2** Title to the Equipment shall not pass to the Customer until the earlier of the following occurs:

- 7.2.1** the Supplier receives payment in full (in cash or cleared funds)
- (a) for the Equipment, and
  - (b) for all other sums which are or which become due from the Customer in which case title in the Equipment shall pass to the Customer at the time of such payment;
- 7.2.2** the Supplier gives written notice to the Customer transferring title to the Equipment to the Customer, in which case title in the Equipment shall pass to the Customer at the time of service of such notice, in which case the Customer shall pay the price for the Equipment pursuant to clause 11.7;
- 7.2.3** the Customer resells the Equipment, in which case title in the Equipment shall pass to the Customer at the time specified in clause 7.4, in which case the Customer shall pay the price for the Equipment pursuant to clause 11.7.

**7.3** Until title to the Equipment has passed to the Customer, the Customer shall:

- 7.3.1** store the Equipment (at no cost to the Supplier) separately from all other goods held by the Customer so that the Equipment remains readily identifiable as the Supplier's property;
- 7.3.2** not remove, deface or obscure any identifying mark or packaging on or relating to the Equipment;
- 7.3.3** maintain the Equipment in satisfactory condition and keep them insured against all risks to the reasonable satisfaction of the Supplier for their full price on the Supplier's behalf from the date of delivery;
- 7.3.4** notify the Supplier immediately if it becomes subject to any of the events listed in clause 11.1015.1.2 to clause 11.1015.1.15; and
- 7.3.5** give the Supplier such information relating to the Equipment as the Supplier may require from time to time.

**7.4** Subject to clause 7.5, the Customer may resell or use the Equipment in the ordinary course of its business (but not otherwise) before the Supplier receives payment for the Equipment. However, if the Customer resells the Equipment before that time:

**7.4.1** it does so as principal and not as the Supplier's agent; and

**7.4.2** title to the Equipment shall pass from the Supplier to the Customer immediately before the time at which resale by the Customer occurs.

**7.5** At any time before title to the Equipment passes to the Customer, the Supplier may:

**7.5.1** by notice in writing, terminate the Customer's right under Clause 7.4 to resell the Equipment or use them in the ordinary course of its business; and

**7.5.2** require the Customer to deliver up all Equipment in its possession that have not been resold; and

**7.5.3** if the Customer fails to do so promptly, enter any premises of the Customer or in the event of any third party premises, Customer shall procure that the Supplier may enter such premises where the Equipment is stored in order to recover them.

**7.6** If before title to the Equipment passes to the Customer the Customer becomes subject to any of the events listed in clause 11.1015.1.2 to clause 11.1015.1.15, then, without limiting any other right or remedy the Supplier may have:

**7.6.1** the Customer's right to resell Equipment or use them in the ordinary course of its business ceases immediately; and

**7.6.2** the Supplier may at any time:

(a) require the Customer to deliver up all Equipment in its possession which has not been resold; and

(b) if the Customer fails to do so promptly, enter any premises of the Customer or in the event of any third party premises, Customer shall procure that the Supplier may enter such premises where the Equipment is stored in order to recover it.

and all costs incurred by the Supplier in repossessing the Equipment shall be borne by the Customer.

**7.7** The Supplier may appropriate payments by the Customer to such Equipment as it thinks fit, notwithstanding any purported appropriation by the Customer to the contrary, and may make such appropriation at any time.

**7.8** On termination of the Contract for any reason, the Supplier's (but not the Customer's) rights in this clause 7 shall remain in effect.

## **8 SOFTWARE LICENCES**

**8.1** If the Supplier refers to a software licence in the Order Acknowledgement for Equipment, then (unless otherwise stated in the Order Acknowledgement) the price of the Equipment includes the licence fee for the Customer's right to use the Software.



**8.2** Except where the Supplier provides the Customer with a written software licence for any Software, the Customer hereby accepts a non-exclusive, non-transferable (unless with the prior written consent of the Supplier) personal licence to use Software supplied, subject to the following conditions:

**8.2.1** the Customer shall not:

- (a) copy, attempt to gain access to the source code, reproduce, translate, adapt, vary, modify, correct errors in or create derivative works of the Software;
- (b) decode, reverse engineer, disassemble, decompile or otherwise translate or convert the Software;
- (c) assign, sub-licence, lease, resell, distribute or otherwise deal in or encumber the Software;
- (d) communicate the Software or permit it to be used by any third party, without Supplier's prior written consent; or
- (e) attempt to circumvent or interfere with any security features of the Software.

**8.2.2** the Customer shall not use the Software on any equipment other than the Equipment on which it is originally installed, and shall not remove, adapt or otherwise tamper with any copyright notice or similar notices, or any legend or logo which appears in or on the Software on the medium on which it resides;

**8.2.3** the Supplier may terminate such licence if the continued use or possession of the Software by the Customer infringes the Intellectual Property Rights of any third party, or the Supplier is compelled to do so by law, or if the Customer has failed to comply with any term of the Contract.

**8.3** Upon termination of any licence referred to in clause 8.2, the Customer shall immediately:

**8.3.1** cease to use or permit or suffer any third party to use the Software; and

**8.3.2** destroy or return to the Supplier (at the Supplier's option) all copies of the Software then in its possession, custody or control and, in the case of destruction, certify to the Supplier that it has done so.

## **9 EXPORT TERMS**

**9.1** Where the Equipment is supplied for export from the United Kingdom, the provisions of this clause 9 shall (subject to any contrary terms agreed in writing between the Customer and the Supplier) apply and override any conflicting provision of these Conditions.

**9.2** The Customer shall be responsible for complying with any legislation governing:

**9.2.1** the import of the Equipment into the country of destination; and

**9.2.2** the export and re-export of the Equipment

and shall be responsible for the payment of any duties arising as a result thereof.

**9.3** Except as otherwise agreed in writing, all prices payable under any Contract shall be on an ex-works basis, and where the Supplier agrees to deliver Equipment, the Customer shall be liable to pay the Supplier's charges for packaging, carriage and insurances.

**9.4** Where the Equipment is supplied for export from the United Kingdom:

**9.2.3** risk in the Equipment shall pass to the Customer upon collection of the Equipment from the Supplier; or

**9.2.4** where the Supplier has agreed to arrange packaging, carriage and insurance on behalf of the Customer, risk in the Equipment shall pass to the Customer once the Equipment is with the carrier.

**9.5** Unless otherwise agreed, payment of all amounts due to the Supplier shall be made by irrevocable letter of credit opened by the Customer in favour of the Supplier and confirmed by a bank in England or Wales acceptable to the Supplier or, if the Supplier has agreed in writing on or before acceptance of the Order to waive this requirement, by acceptance by the Customer and delivery to the Supplier of a bill of exchange drawn on the Customer payable 60 days after sight to the order of the Supplier at such bank in England or Wales as the Supplier directs.

**9.6** The Customer shall pay the price for the Equipment in pounds sterling (unless otherwise agreed by the Supplier).

## **10 SUPPLY OF SERVICES**

**10.1** The Supplier shall provide the Services to the Customer in accordance with the Order Acknowledgement in all material respects.

**10.2** The Supplier shall use reasonable endeavours to meet any agreed performance dates for the Services, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

**10.3** The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.

**10.4** The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

**10.5** The Customer shall:

- 10.5.1 ensure that the terms of the Order and are complete and accurate;
  - 10.5.2 co-operate with the Supplier in all matters relating to the Services;
  - 10.5.3 provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier to provide the Services;
  - 10.5.4 provide the Supplier with such information and materials as the Supplier may reasonably require to supply the Services, and ensure that such information is accurate in all material respects;
  - 10.5.5 prepare the Customer's premises for the supply of the Services;
  - 10.5.6 obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
  - 10.5.7 comply with all applicable laws;
  - 10.5.8 keep and maintain all materials, equipment, documents and other property of the Supplier ("**Supplier Materials**") at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation.
- 10.6 If the Supplier's performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation ("**Customer Default**"):
- 10.6.1 the Supplier shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
  - 10.6.2 the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 10.6; and
  - 10.6.3 the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

## 11 PRICE AND PAYMENT

- 11.1 The price for Equipment shall be the price set out in the Order Acknowledgement or, if not set out in the Order Acknowledgement, as otherwise quoted in writing issued by the Supplier.

- 11.2** Except as otherwise agreed in writing, all prices payable under any Contract shall be on an ex-works basis. The price for Equipment is exclusive of all costs and charges of packaging, packing, delivery, carriage, shipping, insurance, the cost of dismantling Equipment and the cost of return and disposal of waste electrical and electronic equipment, all of which shall be paid by the Customer when it pays for the Equipment.
- 11.3** The charges for Services shall be discussed and agreed between the Supplier and Customer on a case by case basis.
- 11.4** The Supplier reserves the right to increase the price of the Equipment, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Equipment to the Supplier that is due to:
- 11.4.1** any factor beyond the control of the Supplier (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials, transport and other manufacturing costs);
- 11.4.2** any request by the Customer to change the delivery date(s), quantities or types of Equipment ordered, or the Equipment Specification; or
- 11.4.3** any delay caused by any instructions of the Customer in respect of the Equipment or failure of the Customer to give the Supplier adequate or accurate information or instructions in respect of the Equipment.
- 11.5** In respect of Equipment, the Supplier shall invoice the Customer on or at any time after completion of delivery. If it has been agreed that the Customer will collect the Equipment, the Supplier may invoice the Customer at any time after the Supplier has notified the Customer that the Equipment is ready for collection.
- 11.6** In respect of Services, the Supplier shall invoice the Customer when the Services are delivered.
- 11.7** In the case of Equipment and Services delivered in the United Kingdom, the Customer shall pay each invoice submitted by the Supplier:
- 11.6.1** within 30 days of the date of the invoice (unless otherwise agreed in writing); and
- 11.6.2** in full and in cleared funds to a bank account nominated in writing by the Supplier.
- 11.7** In the case of export sales, the Customer shall pay each invoice submitted by the Supplier in accordance with clause 9.5.
- 11.8** Time for payment of invoices shall be of the essence of the Contract.
- 11.9** All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time ("VAT"). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of

the Services or Equipment at the same time as payment is due for the supply of the Services or Equipment.

- 11.10** If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then without prejudice to any other right or remedy available to the Supplier:
- 11.10.1** the whole of the price to be paid by the Customer under the Contract shall become immediately due and payable;
  - 11.10.2** the Customer shall pay interest on the overdue amount at the rate of 4% per annum above Barclays Bank plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date and be compounded quarterly until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount. The Customer shall also pay any reasonable legal and professional fees and expenses incurred by the Supplier in pursuing any amounts outstanding by the Customer;
  - 11.10.3** the Supplier may terminate the Contract by notice to the Customer in writing and/or suspend:
    - (a)** any further manufacture or deliveries of Equipment (including stopping Equipment in transit); or
    - (b)** the supply of Services, whether ordered under the same Contract or not;
  - 11.10.4** the Supplier may appropriate payments by the Customer to such Contract between the Customer and the Supplier as it thinks fit, notwithstanding any purported appropriation by the Customer to the contrary;
  - 11.10.5** the Supplier may exercise a general lien on all equipment and property belonging to the Customer, which shall be exercisable in respect of all sums lawfully due from the Customer to the Supplier. The Supplier shall be entitled, on the expiry of 14 days' notice in writing, to dispose of such equipment or property in such manner and at such price as it thinks fit and to apply the proceeds towards the amount outstanding.
- 11.11** The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding except as required by law. The Supplier may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.
- 11.12** All invoices will be issued from the Supplier directly to the Customer, and the Supplier shall not accept any third party payments made on behalf of the Customer without prior written approval from the Supplier. In the event the Customer wishes to execute any payments through a third party, the Customer shall declare, no less than fourteen (14) days in advance, in writing, the reason for a third party making such payment and the relationship between the Customer and such third party. The Supplier reserves the right not to accept such third party payment and the Supplier shall have the right within a certain period of time, as determined in the Supplier's sole discretion, to investigate the

facts in order to determine whether the Supplier is prepared to accept such third party payment or not.

## **12 INTELLECTUAL PROPERTY RIGHTS**

- 12.1** If the Supplier manufactures the Equipment, or applies any process to it, in accordance with a specification submitted or prepared by the Customer or any other information provided by the Customer, the Customer shall indemnify and keep indemnified the Supplier against all losses, damages, costs, claims, demands, liabilities and expenses (including without limitation any direct, indirect or consequential losses, loss of profit and loss of reputation, and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) awarded against or incurred by the Supplier in connection with, or paid or agreed to be paid by the Supplier in settlement of, any actual or alleged claim for infringement of any third party Intellectual Property Rights which results from the Supplier's use of the Customer's specification or such other information. The indemnity shall apply whether or not the Customer has been negligent or at fault and does not limit any further compensation rights of the Supplier.
- 12.2** The Customer acknowledges that all Intellectual Property Rights used by or subsisting in the Equipment and in or arising out of or in connection with the Services are and shall remain the sole property of the Supplier (or in the case of third party rights, the owner). The Customer shall not at any time make any unauthorised use of such Intellectual Property Rights, nor authorise or permit any other person to do so.
- 12.3** The Supplier shall retain the property and copyright in all documents supplied to the Customer in connection with the Contract and it shall be a condition of such supply that the contents of such documents shall not be communicated either directly or indirectly to any other person without the prior written consent of the Supplier.
- 12.4** The Customer shall protect and safeguard all of the Supplier's Intellectual Property Rights and all Intellectual Property Rights licensed to the Customer which are incorporated within or used in conjunction with the Equipment or in any Software or which arise out of or in connection with the Services, and the Customer shall indemnify the Supplier against any and all damages or costs suffered by the Supplier as a result of any infringement of the Supplier's Intellectual Property Rights by the Customer. If the Customer becomes aware of any infringement of the Supplier's Intellectual Property Rights by a third party, or any infringement of Intellectual Property Rights licensed to the Supplier, the Customer shall notify the Supplier immediately in writing, and upon the Supplier's request, join with the Supplier in any action which the Supplier may decide to commence.
- 12.5** In relation to the Software:
- 12.5.1** the Customer acknowledges that it is buying only the media on which the Software and any accompanying user manuals are recorded;
- 12.5.2** nothing contained in these Conditions shall be construed as an assignment of any Intellectual Property Rights in the Software or user manuals; and

**12.5.3** the Customer shall be subject to the rights and restrictions imposed by the owner of any third party Intellectual Property Rights in the Software and user manuals, and shall comply with all licence agreements, terms of use and registration requirements relating to them.

**12.6** All Supplier Materials are the exclusive property of the Supplier.

### **13 CONFIDENTIALITY**

A party ("**receiving party**") shall keep in strict confidence all technical or commercial knowhow, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party ("**disclosing party**"), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents, members of the group of companies to which it belongs and subcontractors ("**permitted recipients**") who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such permitted recipients comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause 13 shall survive termination of the Contract.

### **14 LIMITATION OF LIABILITY**

**14.1** Nothing in these Conditions shall limit or exclude the Supplier's liability for:

**14.1.1** death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

**14.1.2** fraud or fraudulent misrepresentation;

**14.1.3** breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);

**14.1.4** breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or

**14.1.5** defective products under the Consumer Protection Act 1987.

**14.2** Subject to clause 14.1:

**14.2.1** the Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any:

(a) loss of profit,

- (b) loss of business
- (c) loss of anticipated savings
- (d) loss or corruption of data or information; or
- (e) any indirect or consequential loss arising under or in connection with the Contract ; and

**14.2.2** the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with any Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price payable by the Customer to the Supplier under that Contract.

**14.3** Subject to clause 14.1, all warranties, conditions and other terms relating to the Supplier's liability under any Contract which are implied by statute or common law are excluded from the Contract to the fullest extent permitted by law. Without prejudice to the generality of the foregoing, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

**14.4** The Customer shall be responsible for obtaining any licence or consent of any government, regulatory body or other authority required for the acquisition, operation or use of Equipment and/or Software by the Customer and the Customer shall obtain all such licences and consents at its own expense and, if so required, produce evidence of the same at the Supplier's request but for the avoidance of doubt, the Supplier shall not be responsible for any losses sustained by the Customer by reason of its failure to obtain such licences and consents.

**14.5** This clause 14 shall survive termination of the Contract.

## **15 TERMINATION**

**15.1** Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if:

**15.1.1** the Customer fails to pay any amount due under this Contract on the due date for payment or commits some other breach of its obligations under the Contract and if such breach is remediable, fails to remedy that breach within a reasonable period after receipt of notice in writing to do so;

**15.1.2** the Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 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



section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;

- 15.1.3** the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors
- 15.1.4** a petition is filed, a 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);
- 15.1.5** the Customer (being an individual) is the subject of a bankruptcy petition or order;
- 15.1.6** 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;
- 15.1.7** an application is made to 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 (being a company);
- 15.1.8** the holder of a qualifying charge over the assets of the Customer (being a company) has become entitled to appoint or has appointed an administrative receiver;
- 15.1.9** a person becomes entitled to appoint a receiver over the assets of the Customer or a receiver is appointed over the assets of the Customer;
- 15.1.10** any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 15.1.2 to clause 15.1.9 (inclusive);
- 15.1.11** the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business;
- 15.1.12** the Customer's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy;
- 15.1.13** 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;
- 15.1.14** the Customer's gaming licence, authority or consent to operate and conduct business is suspended, terminated or revoked, or such suspension, revocation or termination has been threatened or is likely to be threatened in

any jurisdiction worldwide in which the Customer or Supplier undertakes any of its business; or

**15.1.15** the Supplier is of the opinion that continuing to undertake business with the Customer could or is likely to jeopardise any gaming licence, consent or authority which it or any of its group companies holds in any territory worldwide.

**15.2** Without limiting its other rights or remedies, the Supplier may suspend the supply of Services or all further deliveries of Equipment under the Contract or any other contract between the Customer and the Supplier if the Customer fails to pay any amount due under this Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 15.1.2 to clause 15.1.15, or the Supplier reasonably believes that the Customer is about to become subject to any of them.

**15.3** On termination of the Contract for any reason:

**15.3.1** the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;

**15.3.2** the Customer shall return all of the Supplier Materials. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;

**15.3.3** the accrued rights and remedies of the parties as at 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

**15.3.4** clauses which expressly or by implication have effect after termination shall continue in full force and effect.

## **16 FORCE MAJEURE**

**16.1** For the purposes of this Contract, "**Force Majeure Event**" means an event beyond the reasonable control of the Supplier including but not limited to epidemics, pandemics, disease, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

**16.2** The Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

**16.3** If the Force Majeure Event prevents the Supplier from providing any of the Services and/or Equipment for more than 4 weeks, the Supplier shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.

## **17 GENERAL**

### **17.1 Assignment and other dealings.**

**17.1.1** The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.

**17.1.2** The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.

### **17.2 Notices.**

**17.2.1** Any notice or other communication given to a party under or in connection with this Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing, and shall be delivered personally or sent by prepaid first-class post or other next working day delivery service, or by commercial courier or e-mail.

**17.2.2** A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 17.2.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by e-mail, one Business Day after transmission.

**17.2.3** The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

### **17.3 Severance.**

**17.3.1** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

**17.3.2** If one party gives notice to the other of the possibility that any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

**17.4 Waiver.** A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a 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 prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

**17.5 No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

**17.6 Third parties.** A person who is not a party to the Contract shall not have any rights to enforce its terms.

**17.7 Entire Agreement.** The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier which is not set out in the Contract.

**17.8 Governing law.** This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

**17.9 Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).