



HITOMI LTD

TERMS AND CONDITIONS OF SALE

1. INTERPRETATION

1.1 The definitions in this clause apply in the terms and conditions set out in this document:

- Force Majeure Event: shall have the meaning given in clause 9.
- Goods: the products that we are selling to you as set out in the Order.
- Order: your properly authorised official purchase order for the Goods.
- Order Acknowledgement: shall have the meaning set out in clause 2.4.
- Terms: the terms and conditions set out in this document.
- Writing: or written includes faxes and e-mail.

1.2 Headings do not affect the interpretation of these terms.

2. BASIS OF SALE

2.1 These Terms and the Order are considered by us to set out the whole agreement between you and us for the sale of the Goods. Please check that the details in the Terms or on the Order are complete and accurate before you commit yourself to the contract. If you think that there is a mistake, please make sure that you ask us to confirm any changes in writing, as we only accept responsibility for statements and representations made in writing by our authorised employees and agents. Please ensure that you read and understand these Terms before you sign the Order, because you will be bound by the Terms once a contract comes into existence between us, in accordance with clause 2.4.

2.2 Any samples, drawings, descriptions or advertising we issue, and any descriptions or illustrations contained in our website, catalogues or brochures, are issued or published solely to provide you with an approximate idea of the Goods they describe. They do not form part of the contract between you and us or any other contract between you and us for the sale of the Goods.

2.3 The Order is an offer by you to enter into a binding contract, which we are free to accept or decline at our absolute discretion.



2.4 These Terms shall become binding on you and us when we issue you with an Order Acknowledgement.

2.5 Any quotation for the Goods is given on the basis that a binding contract shall only come into existence in accordance with clause 2.4. A quotation shall be valid for a period of 30 calendar days from its date of issue, unless we notify you in writing that we have withdrawn it during this period.

2.6 We shall assign an order number to the Order and inform you of it in the Order Acknowledgement. Please quote the order number in all subsequent correspondence with us relating to the Order.

2.7 Cancellation of acknowledged orders will be accepted only by prior agreement with us.

2.8 We have the right to revise and amend these Terms from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities. You will be subject to the policies and terms in force at the time that you order the Goods from us, unless any change to those policies or these Terms is required by law or government or regulatory authority (in which case, it will apply to orders you have previously placed that we have not yet fulfilled).

3. CONDITION OF GOODS & WARRANTY

3.1 We warrant that we will take reasonable steps to pack the Goods properly and to ensure that you receive your order in good condition.

3.2 These Terms apply to any repaired or replacement Goods we supply to you in the unlikely event that the original Goods are faulty or do not otherwise conform with these Terms.



3.3 Warranties and service conditions are separately detailed in our "Hitomi Ltd Warranty Terms and Conditions" document.

4. DELIVERY

4.1 Delivery of the Order shall be completed when we deliver the Goods to you.

4.2 We will take reasonable steps to meet the delivery date set out on the Order or as otherwise agreed between us in writing. However, occasionally delivery may be affected by factors beyond our control and so cannot be guaranteed and we shall have no liability to you for late delivery as delivery dates are given for guidance and are subject to change.

4.3 If we are not able to deliver the whole of the Order at one time due to operational reasons or shortage of stock, we will deliver the order in instalments. If you ask us to deliver the Order in instalments, we may charge you extra delivery costs. Each instalment shall constitute a separate contract. If we are late delivering an instalment or one instalment is faulty, that will not entitle you to cancel any other instalment.

4.4 You must notify us of any claim for non-delivery within 14 days of the invoice date.

5. DEFECTIVE GOODS AND RETURNS

5.1 In the unlikely event that the Goods do not conform with these Terms, please let us know as soon as possible after delivery: for customers within the UK this means within 48 hours of receipt to be confirmed in writing within 5 calendar days thereafter; for non UK customers this means within 7 days of receipt to be confirmed in writing within 7 days thereafter. We will advise you of a Returns Merchandise Number ("RMA"). Goods must be accompanied by paperwork which clearly identifies the original Order and invoice numbers together with the RMA and once we have checked that the Goods are faulty, we will:



- (a) replace the Goods; or
- (b) repair the Goods.

5.2 These Terms will apply to any repaired or replacement Goods we supply to you.

6. TITLE AND RISK

6.1 The Goods will be your responsibility from the time of delivery within the UK or at the time of despatch for deliveries made outside the UK.

6.2 Ownership of the Goods will only pass to you when we receive payment in full of all sums due for the Goods, including delivery charges.

6.3 Without limiting any other remedies or rights that we may have, if you default in the punctual payment of any sum owing to us for the Goods, then we shall be entitled to the immediate return of all Goods in which property has not passed to you in accordance with clause 6.2, together with all costs of collection and making the Goods fit for resale. You (and/or your employees, agents, representatives, receivers or administrators) irrevocably authorise us to enter any of your premises to recover the Goods pursuant to this Clause 6.3.

7. PRICE AND PAYMENT

7.1 The price of the Goods will be as set out in the quotation we provided to you or, if we have not provided a quotation or the quotation has expired, in our price list in force at the time we confirm your Order. Prices are liable to change at any time, but price changes will not affect Orders that we have confirmed in writing.

7.2 These prices exclude VAT. Where VAT is chargeable our invoices will include VAT at the current rate.

7.3 These prices exclude delivery costs, which will be added to the total amount due.

7.4 It is always possible that, despite our best efforts, some of the Goods we sell may be incorrectly priced. We will normally check prices as part of our dispatch procedures so that, where the Goods' correct price is less than our stated price, we



will charge the lower amount when dispatching the Goods to you. If the Goods' correct price is higher than the price stated on our site, we will normally, at our discretion, either contact you for instructions before dispatching the Goods, or reject the Order and tell you. If the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing, we do not have to provide the Goods to you at the incorrect (lower) price.

7.5 If you do not have an established credit account or if you have exceeded your credit limit payment for all Goods must be made 24 hours in advance. For customers with a credit account we may invoice you for the Goods on or at any time after we have delivered them to you. The invoice will quote the Order Number. You must pay the invoice in cleared monies within 30 calendar days of the date of the invoice.

7.6 If you do not make any payment due to us by the due date for payment (as set out in clause 7.5), we may charge interest to you on the overdue amount at the rate of 8% a year above the base lending rate of RBOS from time to time in accordance with the Late Payment of Commercial debts (Interest) Act 1998. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with the overdue amount.

7.7 Without limiting any other remedies or rights that we may have, if you do not pay us on time, we may cancel or suspend any other outstanding Order until you have paid the outstanding amounts and any other payment due under any such orders will also become immediately due and payable notwithstanding any such sums would not otherwise be due until a later date.

7.8 Clauses 7.6 and 7.7 shall not apply for the period of the dispute if you dispute the payment owing in good faith and let us know promptly after you have received the invoice that you dispute it.

8. LIMITATION OF LIABILITY

8.1 Subject to clause 8.2, if either of us fails to comply with these Terms, neither of us shall be responsible for any losses that the other suffers as a result, except for those



losses which are a foreseeable consequence of the failure to comply with these Terms.

8.2 Neither of us shall be responsible for losses that result from our failure to comply with

these Terms including, but not limited to, losses that fall into the following categories:

- (a) loss of income or revenue;
- (b) loss of business;
- (c) loss of anticipated savings;
- (d) loss of data; or
- (e) any waste of time.

However, this clause 8.2 shall not prevent claims for foreseeable loss of, or damage to, your physical property.

8.3 This clause does not include or limit in any way our liability for:

- (a) death or personal injury caused by our negligence; or
- (b) fraud or fraudulent misrepresentation; or
- (c) any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- (d) losses for which it is prohibited by section 7 of the Consumer Protection Act 1987 to limit liability; or
- (e) any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude our liability.

9. EVENTS OUTSIDE OUR CONTROL

9.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by events outside our reasonable control (Force Majeure Event).

9.2 A Force Majeure Event includes any act, event, non-occurrence, omission or accident beyond our reasonable control and includes, in particular (without limitation), the following:

- (a) strikes, lock-outs or other industrial action; or



- (b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; or
- (c) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; or
- (d) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; or
- (e) impossibility of the use of public or private telecommunications networks.

9.3 Our obligations under these Terms are suspended for the period that the Force Majeure Event continues, and we will have an extension of time to perform these obligations for the duration of that period. We will take reasonable steps to bring the Force Majeure Event to a close or to find a solution by which our obligations under these Terms can be performed despite the Force Majeure Event.

10. ASSIGNMENT

You may not transfer any of your rights or obligations under these Terms to another person without our prior written consent, which we will not withhold unreasonably. We can transfer all or any of our rights and obligations under these Terms to another organisation, but this will not affect your rights under these Terms.

11. NOTICES

All notices sent by you to us must be sent by email to enquiries@hitomi-broadcast.tv. We may give notice to you at either the e-mail or postal address you provide to us in the Order. Notice will be deemed received and properly served 24 hours after an e-mail is sent or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that the letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that the email was sent to the specified e-mail address of the addressee.

12. LOAN GOODS

12.1 You will insure the Goods with an insurance company of good repute against loss or damage from all risks.



12.2 Goods not returned to Hitomi Ltd by the agreed date will be subject to a daily rental charge.

12.3 If the Goods are returned to us in poor condition or without the original packaging Hitomi Ltd has the right not to accept the return and invoice you for the full sales price of the goods together our costs arising from such return.

13. GENERAL

13.1 If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

13.2 If we fail, at any time while these Terms are in force, to insist that you perform any of your obligations under these Terms, or if we do not exercise any of our rights or remedies under these Terms, that will not mean that we have waived such rights or remedies and will not mean that you do not have to comply with those obligations. If we do waive a default by you, that will not mean that we will automatically waive any subsequent default by you. No waiver by us of any of these Terms shall be effective unless we expressly say that it is a waiver and we tell you so in writing.

13.3 A person who is not party to these Terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

13.4 These Terms shall be governed by English law and we both agree to the nonexclusive jurisdiction of the English courts.