

EPIC MEDIA GROUP LIMITED

TERMS AND CONDITIONS FOR SUPPLY OF PRODUCTS AND SERVICES

The Customer's attention is in particular drawn to the provisions of condition 14.4.

1 Interpretation

1.1 The definitions and rules of interpretation in this condition apply in these conditions.

Acknowledgement of Order EPIC's standard form written confirmation of the Products and Services which EPIC shall provide to the Customer

Artwork Design The graphic artwork design provided by the Customer to EPIC, which shall for the avoidance of doubt not contain any material which is obscene, offensive, illegal or otherwise inappropriate or contrary to the regulations of the Advertising Standards Authority or any equivalent body or regulatory organisation

Business Days A day (other than a Saturday, Sunday or public holiday) when banks in London are open for business

Contract The contract between EPIC and the Customer which comes into existence in accordance with condition 2.4 below.

Customer The person, firm or company who purchases the Products and Services from EPIC

Customer Satisfaction Sheet EPIC's standard form customer satisfaction sheet to be signed by the Customer and submitted to EPIC as confirmation that the Products were delivered and installed satisfactorily and accepted in accordance with these conditions. For purposes of conditions 10.1, 11.4 and 14.4, in the event that the Customer unreasonably refuses or, for whatever reason, fails to sign or submit a Customer Satisfaction Sheet, or fails to list any defects or details of non-delivery on a Customer Satisfaction Sheet, EPIC shall be entitled to treat such Customer Satisfaction Sheet as duly signed and submitted without adverse content by the Customer.

Delivery Point The place where delivery of the Products and Services are to take place under condition 4, as set out in the Acknowledgement of Order.

Delivery Date	The date on which delivery of the Products are to take place in accordance with condition 4.2, subject to condition 4.4
Display Board	The demonstration mock-up of the Frame and other components of the Products
Document	Includes, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form
EPIC	Epic Media Group Limited, a company registered in England under number 04914098 whose registered office is at c/o Armida Limited, Bell Walk House, High Street, Uckfield, East Sussex, TN22 5DQ.
EPIC'S Website	the website at www.epicmediagroup.co.uk
Frames	extruded aluminium profiles enabling the Graphic Artwork on PVC sheets to be fixed to rigid vehicle bodies or wall spaces
Graphic Artwork	The graphic artwork produced by EPIC in accordance with and based on the Artwork Design for use in conjunction with the Frames
In-put Materials	All Documents, information and materials, including the Artwork Design, required by EPIC from the Customer relating to the Products and Services and complying with the Measuring Protocol.
Intellectual Property Rights	All patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights of trade dress or get-up, rights in goodwill or to sue for passing off, unfair competitions rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Invoice	EPIC's standard form invoice
Measuring Protocol	EPIC's standard form document containing the measuring instructions for the Frames
Order	Means each order for Products and Services placed by the Customer on an Order Form
Order Form	EPIC's standard form document requesting the Products and Services, completed by the Customer and submitted to EPIC
Pre-existing Materials	all documents, information and materials provided by EPIC relating to the Products and Services which existed prior to the commencement of the Contract including computer programs, data, reports and specifications, leaflets, demonstration materials, web pages and the Display Board
Products	The graphic, frame and tensioning systems known as KWIK ZIP, including the Frames and Graphic Artwork as set out in the Acknowledgement of Order
Quotation	Any quotation of EPIC for the supply of the Products and Services submitted to the Customer
Services	The installation and fitting of the Products together with any other services which EPIC provides or agrees in writing to provide to the Customer.
Supplier's Equipment	Any equipment, including tools, systems, cabling or facilities, provided by EPIC or its subcontractors and used directly or indirectly in the supply of the Products and Services which are not the subject of a separate agreement between the parties under which title passes to the Customer.
Tender	Any tender for the supply of the Products and Services, completed by EPIC and submitted to the Customer
VAT	Value added tax chargeable under English law for the time being and any similar additional tax.

- 1.2 A reference to a statute or statutory provision is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

- 1.3 Words in the singular include the plural and in the plural include the singular.
- 1.4 A reference to one gender includes a reference to the other gender.
- 1.5 Condition headings do not affect the interpretation of these conditions.
- 1.6 Where the words **include(s)**, **including** or **in particular** are used in these terms and conditions, they are deemed to have the words **without limitation** following them and where the context permits, the words **other** and **otherwise** are illustrative and shall not limit the sense of the words preceding them.

2 Application of Terms

- 2.1 Subject to any variation under condition 2.3 the Contract shall be on these conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any Order, acceptance of Quotation or Tender, specification or other document, or implied by the Customer's purchase order number).
- 2.2 No terms or conditions endorsed on, delivered with or contained in the Customer's Order, acceptance of Quotation or Tender, specification or other document, or implied by the Customer's purchase order number, shall form part of the Contract simply as a result of such document being referred to in the Contract.
- 2.3 These conditions apply to all EPIC's sales and any variation to these conditions and any representations about the Products and Services shall have no effect unless expressly agreed in writing and signed by a director of EPIC. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of EPIC which is not set out in the Contract. Nothing in this condition shall exclude or limit EPIC's liability for fraudulent misrepresentation.
- 2.4 No Contract shall come into existence until and unless:
 - 2.4.1 The Customer places an Order with EPIC and EPIC accepts the Order by issuing an Acknowledgement of Order to the Customer; or
 - 2.4.2 (if earlier) EPIC delivers the Products and/or starts to provide the Services to the Customer and issues an Acknowledgement of Order to the Customer.
- 2.5 The Contract shall not be governed by any terms and conditions of the Customer (whether standard or otherwise) (if any) attached to, enclosed with or referred to in any Order, acceptance by the Customer of a Quotation or Tender or other document.
- 2.6 The Customer shall ensure that the Order Form and any applicable specifications, including the In-put Materials, are complete and accurate. Each Order Form must contain the Customer's valid purchase order number, in the absence of which, EPIC shall have the right to reject the Order.
- 2.7 Any Quotation or Tender is given on the basis that no Contract shall come into existence except in accordance with condition 2.4. Any Quotation is valid for a

period of 30 days only from its date, provided that EPIC has not previously withdrawn it. Any Quotation or Tender given by EPIC is subject to and on the basis of the information provided in the In-put Materials and in compliance with the Measuring Protocol. If a Quotation or Tender was given without physical inspection of the vehicle(s) or subject matter to which the Products will be fitted, the Quotation or Tender will be further subject to a physical vehicle or subject matter audit (**Physical Audit**) by EPIC and any amendments to the Quotation or Tender which may result from such audit.

3 Description

- 3.1 The quantity and description of the Products and/or Services shall be as set out in the Acknowledgement of Order subject to the In-put Materials.
- 3.2 All Pre-existing Materials, including samples, drawings, descriptive matter, specifications and advertising issued by EPIC and any descriptions or illustrations contained in EPIC's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Products and/or Services described in them. They shall not form part of the Contract and this is not a sale by sample.

4 Delivery

- 4.1 Unless otherwise agreed in writing by EPIC, delivery of the Products and performance of the Services shall take place at the Delivery Point.
- 4.2 The Customer shall take delivery of the Products on a mutually agreed date within 14 Business Days of EPIC giving it notice that the Products are ready for delivery. In the event that the parties fail to agree on a date, the provisions of condition 4.8 shall apply.
- 4.3 The Customer shall not be entitled to reject or refuse delivery of Products which were manufactured and produced in accordance with the In-put Materials.
- 4.4 Any dates specified by EPIC for delivery of the Products are intended to be an estimate and time for delivery shall not be made of the essence by notice.
- 4.5 EPIC may, in its sole discretion, make use of a courier service to deliver the Products.
- 4.6 The Customer shall ensure that when the Products are delivered in accordance with condition 4.2, the vehicles or wall spaces are available at the Delivery Point and in a condition fit for installing the Frames and Graphic Artwork.
- 4.7 Subject to the other provisions of these conditions EPIC shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Products, nor shall any delay entitle the Customer to terminate or rescind the Contract unless such delay exceeds 180 days.
- 4.8 If for any reason the Customer fails to accept delivery of any of the Products when they are ready for delivery, or EPIC is unable to deliver the Products on time because the Customer has not provided appropriate instructions, documents,

licences or authorisations, or where the vehicles or wall spaces are not available or in a fit condition as contemplated in condition 4.6 above:

- 4.8.1 risk in the Products shall pass to the Customer (including for loss or damage caused by EPIC's negligence);
 - 4.8.2 the Products shall be deemed to have been delivered;
 - 4.8.3 EPIC may store the Products until delivery, or deliver the Products to the Customer and require the Customer to store the Products, whereupon the Customer shall be liable for all related costs and expenses (including, without limitation, unloading, storage and insurance); and
 - 4.8.4 EPIC shall be entitled to compensation for any losses, costs and/or expenses sustained or incurred by EPIC as a direct result of such failure as contemplated in this condition 4.8
- 4.9 The Customer shall provide at the Delivery Point and on the Delivery Date (as well as for the purposes of condition 4.8.3) and at its expense adequate and appropriate equipment and manual labour for unloading the Products. EPIC shall not be liable, and the Customer indemnifies EPIC, for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by the unloading of the Products at the Delivery Point as contemplated in this 4.9.
- 4.10 EPIC may deliver the Products by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract.
- 4.11 Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Customer to repudiate or cancel any other Contract or instalment.

5 Non-delivery

- 5.1 The quantity of any consignment of Products as recorded by EPIC on despatch from EPIC's place of business shall be conclusive evidence of the quantity received by the Customer on delivery unless the Customer can provide conclusive evidence proving the contrary.
- 5.2 EPIC shall not be liable for any non-delivery of Products unless the Customer gives written notice to EPIC of the non-delivery within three Business Days of the date when the Products would in the ordinary course of events have been received.
- 5.3 Any liability of EPIC for non-delivery of the Products shall be limited to replacing the Products within a reasonable time or issuing a credit note at the pro rata Contract rate against any Invoice raised for such Products.

6 Risk/title

- 6.1 The Products are at the risk of the Customer from the time of delivery.

- 6.2 Ownership of the Products shall not pass to the Customer until EPIC has received in full (in cash or cleared funds) all sums due to it in respect of:
- 6.2.1 the Products; and
 - 6.2.2 all other sums which are or which become due to EPIC from the Customer on any account.
- 6.3 Until ownership of the Products has passed to the Customer, the Customer shall:
- 6.3.1 hold the Products on a fiduciary basis as EPIC's bailee;
 - 6.3.2 store the Products (at no cost to EPIC) separately from all other goods of the Customer or any third party in such a way that they remain readily identifiable as EPIC's property;
 - 6.3.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the Products; and
 - 6.3.4 maintain the Products in satisfactory condition and keep them insured on EPIC's behalf for their full price against all risks to the reasonable satisfaction of EPIC. On request the Customer shall produce the policy of insurance to EPIC.
- 6.4 The Customer's right to possession of the Products shall terminate immediately if:
- 6.4.1 the Customer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Customer or notice of intention to appoint an administrator is given by the Customer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer; or
 - 6.4.2 the Customer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under the Contract or any other contract between EPIC and the Customer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Customer ceases to trade; or
 - 6.4.3 the Customer attempts to encumber or in any way attempts to charge any of the Products.

- 6.5 EPIC shall be entitled to recover payment for the Products notwithstanding that ownership of any of the Products has not passed from EPIC.
- 6.6 The Customer grants EPIC, its agents and employees an irrevocable licence at any time to enter any premises where the Products are or may be stored in order to inspect them, or, where the Customer's right to possession has terminated, to recover them.
- 6.7 Where EPIC is unable to determine whether any Products are the goods in respect of which the Customer's right to possession has terminated, the Customer shall be deemed to have sold all goods of the kind sold by EPIC to the Customer in the order in which they were invoiced to the Customer.
- 6.8 On termination of the Contract, howsoever caused, EPIC's (but not the Customer's) rights contained in this condition 6 shall remain in effect.

7 Customer's obligations

- 7.1 The Customer shall:
- 7.1.1 Co-operate with EPIC in all matters relating to the Products and Services;
 - 7.1.2 Provide EPIC, its agents, sub-contractors and employees, in a timely manner and at no charge, access to the Customer's premises, office accommodation, data and other facilities as requested by EPIC;
 - 7.1.3 Provide, in a timely manner, such In-put Materials and other information as EPIC may request and ensure that it is accurate in all material respects;
 - 7.1.4 Be responsible (at its own cost) for preparing and maintaining the relevant premises for the supply of the Products and Services including identifying, monitoring, removing and disposing of any hazardous materials from its premises in accordance with all applicable laws, before and during the supply of the Services at those premises, and informing EPIC of all of its obligations and actions under this condition 7.1.4;
 - 7.1.5 Inform EPIC of all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Customer's premises; and
 - 7.1.6 Obtain all necessary licences and consents and comply with all relevant legislation in relation to the Products and Services and the use of In-put Material in all cases before the date on which the Products and Services are to be delivered or performed.
- 7.2 If EPIC's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer, its agents, sub-contractors or employees, EPIC shall not be liable for any costs, charges or losses sustained or incurred by the Customer arising directly or indirectly from such prevention or delay and the Customer shall indemnify EPIC against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of

reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by EPIC as a result of such act or omission, prevention or delay.

- 7.3 The Customer shall be liable to pay to EPIC, on demand, all reasonable costs, charges or losses sustained or incurred by EPIC (including any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) arising directly or indirectly from the Customer's fraud, negligence, failure to perform or delay in the performance of any of its obligations under the Contract, subject to EPIC confirming such costs, charges and losses to the Customer in writing.
- 7.4 The Customer shall not at any time from the date of the Contract to expiry of twelve months after the last date of supply of the Products and/or Services, solicit or entice away from EPIC or employ or attempt to employ any person who is, or has been, engaged as an employee or sub-contractor of EPIC in the provision of the Products and/or Services.
- 7.5 The Customer shall not be entitled to amend or change the In-put Materials after placing an Order or accepting EPIC's Quotation or Tender or where Epic starts performing its obligations under the Contract as contemplated in condition 2.4.2 above, unless EPIC agrees thereto in writing.

8 Variations to Products or Services

- 8.1 EPIC may from time to time and without notice, change the Products and Services, in order to comply with any applicable safety or statutory requirements or any patent or intellectual property rights or licence, provided that such changes do not materially affect the nature, scope of or charges for the Products and Services.

9 Price

- 9.1 Unless otherwise agreed by EPIC in writing, the price for the Products shall be the price set out in the Acknowledgement of Order, subject to the provisions of condition 2.7.
- 9.2 The price for the Products shall be exclusive of any value added tax which amount the Customer shall pay in addition when it is due to pay for the Products, but inclusive of:
- 9.2.1 The cost of producing or reprinting the Graphic Artwork;
 - 9.2.2 All costs or charges in relation to packaging, loading, carriage and installation.

10 Payment

- 10.1 A 50% deposit shall be payable with each Acknowledgement of Order. The balance shall be payable within 30 days of Invoice. The Customer shall not be entitled to withhold any payment in respect of Products and Services for which a Customer Satisfaction Sheet was submitted to EPIC, unless specifically indicated on the Customer Satisfaction Sheet.

- 10.2 Where delivery and installation of the Products do not take place simultaneously, the Customer shall not be entitled to withhold any payment in respect of Products delivered and invoiced unless it has given written notice as contemplated in condition 5.2 above.
- 10.3 The Customer shall not be entitled to withhold payment for Products manufactured and produced in accordance with the In-put Materials, subject to any Physical Audit referred to in condition 2.7 above.
- 10.4 Subject to condition 10.7, payment of the price for the Products is due in pounds sterling.
- 10.5 Time for payment shall be of the essence.
- 10.6 No payment shall be deemed to have been received until EPIC has received cleared funds.
- 10.7 All payments payable to EPIC under the Contract shall become due immediately on its termination despite any other provision.
- 10.8 The Customer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by EPIC to the Customer.
- 10.9 If the Customer fails to pay EPIC any sum due pursuant to the Contract, the Customer shall be liable to pay interest to EPIC on such sum from the due date for payment at the annual rate of 2% above the base lending rate from time to time of Lloyds TSB, accruing on a daily basis until payment is made, whether before or after any judgment.

11 Quality

- 11.1 The Products will be manufactured in strict accordance with the In-put Materials, subject to any Physical Audit.
- 11.2 Where EPIC is not the manufacturer of the Products, EPIC shall endeavour to transfer to the Customer the benefit of any warranty or guarantee given to EPIC.
- 11.3 EPIC warrants that (subject to the other provisions of these conditions) on delivery the Products shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979.
- 11.4 EPIC shall not be liable for a breach of the warranty in condition 11.3 unless:
- 11.4.1 any defect is specified in the Customer Satisfaction Sheet; or
 - 11.4.2 where the delivery and installation of the Products do not take place simultaneously, the Customer gives written notice to EPIC of any defect within three Business Days of delivery of the Products.
- 11.5 EPIC shall not be liable for a breach of the warranty in condition 11.3 if:

- 11.5.1 the Customer makes any further use of such Products after giving such notice as contemplated in condition 11.4 above; or
 - 11.5.2 the defect arises because the Customer failed to follow EPIC's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Products or (if there are none) good trade practice; or
 - 11.5.3 the Customer failed to provide accurate and/or complete In-put Materials.
 - 11.5.4 the Customer failed to comply with the obligations imposed on the Customer under condition 12.1; or
 - 11.5.5 the Customer alters or repairs such Products without the written consent of EPIC.
- 11.6 Subject to conditions 11.4 and 11.5, if any of the Products do not conform with the warranty in condition 11.3, EPIC shall at its option repair or replace such Products (or the defective part) or refund the price of such Products at the pro rata Contract rate provided that, if EPIC so requests, the Customer shall, at EPIC's expense, return the Products or the part of such Products which is defective to EPIC.
- 11.7 If EPIC complies with condition 11.6 it shall have no further liability for a breach of the warranty in condition 11.3 in respect of such Products.
- 11.8 Any Products replaced shall belong to EPIC and any repaired or replacement Products shall be guaranteed on these terms for the unexpired portion of the 12 month period.

12 Maintenance

- 12.1 Subject to the provisions of condition 12.2 below, EPIC shall, for a period of 5 years from the date of the Contract, at its option maintain, repair or replace any Products, or part thereof, which may become defective or require maintenance at such time and place as may be reasonably agreed between the Customer and EPIC, or, in the event of the parties failing to reach agreement, at such time and place as may be reasonably determined by EPIC.
- 12.2 The Customer shall:
- 12.2.1 conduct:
 - 12.2.1.1 daily checks or procure that daily checks are carried out of the 4 cover caps covering the Frames to ensure that these are secure;
 - 12.2.1.2 12 weekly audits or procure that 12 weekly audits are carried out of the Products,
 - 12.2.2 maintain logs and records of the daily checks and 12 weekly audits, showing the dates and time of the checks and audits, respectively, as well as details of the person(s) who conducted the checks and audits,

and submit these to EPIC on EPIC's reasonable request as well as on a monthly basis via EPIC's Website;

12.2.3 report any defect or maintenance requirement to EPIC within 3 Business Days of such defect or maintenance requirement occurring.

12.3 EPIC shall not be liable for any maintenance or repair works or replacements under this condition 12 if the Customer fails to comply with any of the obligations under condition 12.2.

12.4 EPIC shall furthermore not be liable for any liabilities, costs, expenses, damages or losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Customer arising out of or in connection with any maintenance or repair works undertaken by EPIC or any replacements provided under this condition, or any delay in the performance of the maintenance or repair works or provision of replacements, for whatever reason.

13 Confidentiality

13.1 The Customer and EPIC shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed by either party to the other, its employees, agents and/or sub-contractors and any other confidential information concerning the Customer or EPIC's business or its products which the Customer or EPIC may obtain. The Customer or EPIC shall restrict disclosure of such confidential material to such of its employees, agents or sub-contractors as need to know the same for the purpose of discharging each party's obligations to the other, and shall ensure that such employees, agents or sub-contractors are subject to obligations of confidentiality corresponding to those which bind the Customer or EPIC.

13.2 All materials, equipment and tools, drawings, specifications and data supplied by EPIC to the Customer (including Pre-Existing Materials and EPIC's Equipment) shall, at all times, be and remain the exclusive property of EPIC, but shall be held by the Customer in safe custody at its own risk and maintained and kept in good condition by the Customer until returned to EPIC, and shall not be disposed of or used other than in accordance with EPIC's written instructions or authorisation.

13.3 Likewise, all materials, equipment and tools, drawings, specifications and data supplied by the Customer to EPIC (including the In-put Materials) shall, at all times, be and remain the exclusive property of the Customer, but shall be held by EPIC in safe custody at its own risk and maintained and kept in good condition by EPIC until returned to the Customer, and shall not be disposed of or used other than in accordance with the Customer's written instructions or authorisation.

13.4 This condition 12 shall survive termination of the Contract, however arising.

14 Limitation of Liability

14.1 Subject to condition 4, condition 5 and condition 11, the following provisions set out the entire financial liability of EPIC (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:

- 14.1.1 any breach of these conditions;
 - 14.1.2 any use made or resale by the Customer of any of the Products, or of any product incorporating any of the Products; and
 - 14.1.3 any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- 14.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.
- 14.3 Nothing in these conditions excludes or limits the liability of EPIC:
- 14.3.1 for death or personal injury caused by EPIC's negligence; or
 - 14.3.2 under section 2(3), Consumer Protection Act 1987; or
 - 14.3.3 for any matter which it would be illegal for EPIC to exclude or attempt to exclude its liability; or
 - 14.3.4 for fraud or fraudulent misrepresentation.
- 14.4 Subject to condition 14.2 and condition 14.3:
- 14.4.1 EPIC's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract price; and
 - 14.4.2 EPIC shall not be liable for and the Customer shall indemnify EPIC against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Customer arising out of or in connection with any claims, costs, damages or expenses of any third party whatsoever (howsoever caused) which arise out of or in connection with the supply of Products or Services in respect of which:
 - 14.4.2.1 a Customer Satisfaction Sheet was submitted by the Customer to EPIC; or
 - 14.4.2.2 where delivery and installation of the Products did not take place simultaneously, no written notice as contemplated in conditions 5.2 and/or 11.4 above were given by the Customer to EPIC.
 - 14.4.3 The Customer shall further indemnify EPIC against:
 - 14.4.3.1 any claim made against EPIC by a third party for death, personal injury or damage to property arising out of or in connection with defective Products, to the extent that the defect in the Products is attributable to the acts or omissions of the Customer, its employees, agents or subcontractors;

14.4.3.2 any claims made against EPIC for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the use by EPIC of the In-put Materials;

14.4.3.3 any claims brought against EPIC where the Graphic Artwork is modified in any way to include, or replaced with ,anything which contains material which is obscene, offensive, illegal or otherwise inappropriate or contrary to the guidelines of the Advertising Standards Agency or equivalent body or regulatory organisation.

15 Assignment

15.1 EPIC may assign the Contract or any part of it to any person, firm or company.

15.2 The Customer shall not be entitled to assign the Contract or any part of it without the prior written consent of EPIC.

16 Force Majeure

EPIC reserves the right to defer the date of delivery or to cancel the Contract or reduce the amount of the Products ordered by the Customer (without liability to the Customer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of EPIC including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 120 days, the Customer shall be entitled to give notice in writing to EPIC to terminate the Contract.

17 General

17.1 Each right or remedy of EPIC under the Contract is without prejudice to any other right or remedy of EPIC whether under the Contract or not.

17.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

17.3 Failure or delay by EPIC in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.

17.4 Any waiver by EPIC of any breach of, or any default under, any provision of the Contract by the Customer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

17.5 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

17.6 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

18 Communications

18.1 All communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid first class post or sent by fax:

18.1.1 (in case of communications to EPIC) to its registered office or such changed address as shall be notified to the Customer by EPIC; or

18.1.2 (in the case of the communications to the Customer) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Customer set out in any document which forms part of the Contract or such other address as shall be notified to EPIC by the Customer.

18.2 Communications shall be deemed to have been received:

18.2.1 if sent by pre-paid first class post, two days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting); or

18.2.2 if delivered by hand, on the day of delivery; or

18.2.3 if sent by fax on a working day prior to 4.00 pm, at the time of transmission and otherwise on the next working day.

18.3 Communications addressed to EPIC shall be marked for the attention of Kevin Murton.