

PURCHASE TERMS

1 INTERPRETATION

In these terms unless expressly stated to the contrary the following expressions shall mean:-

the Company – William Hill Organization Limited, Greenside House, 50 Station Road, Wood Green London N22 7TP (registered no 00278208);

Contract - each agreement for the supply of Goods and/or Services, as defined in Clause 2 below, comprising these terms, the Order and any additional terms agreed in writing as applicable to a particular contract;

Goods - the goods described in the Contract or delivered as part of the Services;

Order - the Company's purchase order for the Goods or Services;

Seller - the person to whom the Order is addressed, unless otherwise stated in the Contract;

Services - the services (if any) described in the Contract or ancillary to the sale of the Goods;

Specification - includes any specifications, samples, plans, drawings, data or other information against which the Goods and/or Services are to be supplied and which form a part of a Contract;

Warranty Period - the longer of (i) 12 months from the Company's acceptance of the Goods; (ii) any period specified in the Contract; or (iii) any period implied by law.

2. BASIS OF PURCHASE

2.1 An Order may be withdrawn, cancelled or amended by the Company at any time before acceptance by the Seller. Acceptance of an Order shall take place whenever expressly confirmed by the Seller in written materials or electronically or by any conduct consistent with acceptance. If the Seller is unable to accept an Order, it shall notify the Company as soon as possible. Upon acceptance of the Order, a binding contract to supply the Goods and/or Services shall exist ("Contract").

2.2 These terms apply to all Orders and Contracts and to all supplies of Goods and/or Services by the Seller, to the exclusion of any other terms and conditions of the Seller notwithstanding anything to the contrary specified by the Seller and the Seller's acceptance of an Order is on the basis that these terms apply. No conduct of the Company shall constitute acceptance of any Seller's terms.

2.3 No variation of these terms or any Contract shall be effective unless made in writing by duly authorised representatives of both parties.

2.4 If any Contract provisions are inconsistent with these terms, these terms will prevail unless the term to be overridden is specifically identified and the intention for the Contract to amend these terms is clearly expressed.

3 PRICE & PAYMENT

3.1 The price of the Goods and/or Services shall be as stated in the Contract. No increase in the price may be made unless agreed by the parties in writing. Prices must be invoiced in sterling unless agreed otherwise in the Contract.

3.2 The price of Goods and/or Services purchased shall be exclusive of all charges for packing, shipping, delivery and value added tax, but inclusive of all other costs and duties.

3.3 Invoices must state the Order or Contract number or reference and be sent to the address(es) notified to the Seller from time to time. No invoice may be submitted until after delivery of the Goods or performance of the Services.

3.4 Invoices shall be paid no later than 30 days after the end of the month of receipt by the Company of a proper invoice or, if later, 30 days after acceptance of the Goods/Services by the Company.

4 DELIVERY

4.1 The Goods shall be delivered to, and the Services shall be performed at, the Company's required location, on the date or within the period stated in the Contract, in either case during the Company's usual business hours. Delivery shall take place when the Goods are unloaded and placed in the Company's required location.

4.2 The Company may reject any over or under deliveries or non conforming deliveries.

4.3 A delivery note quoting the number of the Order and/or the Contract must accompany each delivery and be displayed prominently.

4.4 The Company shall not be required to accept instalment deliveries or performance. If the Goods are agreed to be delivered or the Services are to be performed, by instalments, the Contract will be treated as a single contract and shall not be severable.

4.5 The Seller will be responsible for insuring the Goods prior to delivery.

5 RISK AND TITLE

5.1 Risk and title shall pass to the Company upon delivery in accordance with these terms. The passing of risk and title shall not prejudice to any other rights of the Company (including rights of rejection).

6 REJECTION AND TESTING

6.1 The Company shall be entitled to reject any Goods and/or Services (or part thereof) delivered which are not in accordance with the Contract within 28 days of delivery or performance.

6.2 Any rejected Goods or Services may be returned to the Seller by the Company at the Seller's cost and risk and no payment shall be due from the Company.

6.3 Any inspection or testing of the Goods or Services, acceptance of defective, late or incomplete Goods or Services or any payment made, shall not be deemed to be acceptance of the Goods or Services or a waiver of any rights the Company may have.

7 WARRANTIES AND LIABILITY

7.1 In addition to the terms and duties implied by law, the Seller warrants to the Company that throughout the Warranty Period the Goods and/or Services:- (1) are free from defects in design, material and workmanship; (2) correspond with any relevant Specification; (3) are suitable for any purpose expressly or by implication made known to the Seller; (4) comply with all relevant statutory requirements and regulations.

7.2 The Seller warrants to the Company that it has the full capacity and authority to enter into the Contract and that the Services will be performed by appropriately qualified and trained personnel, with due care and diligence and in accordance with good industry standards.

7.3 If any Goods and/or Services are not supplied or performed in accordance with the Contract, the Company shall be entitled (at the Company's option and at the Seller's cost) without prejudice to any other rights it may have, (a) to require the Seller to (i) repair or replace the Goods; (ii) correct or re-perform the Services; or (b) to terminate the Contract and be repaid any sums paid.

7.4 The Company's entire liability to the Seller in respect of all claims arising out of or in connection with the Contract shall be limited to 100% (one hundred percent) of the charges paid to the Seller for the Goods and/or Services under the Contract giving rise to the liability.

7.5 Save for the obligation in clause 8.1, the Seller's entire liability to the Customer in respect of all claims arising out of or in connection with the Contract shall be limited to 150% (one hundred and fifty percent) of the sums paid and payable by the Customer for the Goods and/or Services under the Contract giving rise to the liability.

7.6 Nothing in this clause 7 is intended to limit either party's liability for death or personal injury resulting from any act, omission or negligence of that party, for fraud or fraudulent misrepresentation or any other matter in respect of which liability cannot under applicable law be excluded.

8 INDEMNITY

8.1 The Seller shall indemnify and keep indemnified the Company at all times against all claims, demands, liability, loss, damages, costs (on a full indemnity basis) and expenses (including legal expenses on a full indemnity basis) incurred by the Company arising out of or in connection with any liability (including any liability to any third party, including an employee of the Company) which arises from the Goods and/or Services (except to the extent caused by the Company by using the Goods and/or Services in a manner not authorised by the Contract) or which arises from any default or misconduct of the Seller, its employees, agents or sub-contractors.

8.2 The Seller shall maintain appropriate insurance for the duration of the Contract, and for a period of 2 (two) years following its termination, in respect of its liability arising from the Contract.

9 SERVICES PERFORMED ON SITE

9.1 The Seller shall comply with all site rules notified to it by the Company, all other health, safety and environmental requirements, and industry standards.

9.2 Any Seller's equipment remains at all times at the Seller's risk and the Seller shall insure such equipment against all risk of loss or damage. The Company accepts no liability for any loss of or damage to Seller's equipment save where such loss is as a result of the Company's wilful negligence or misconduct.

10 SPECIFICATIONS

10.1 All Specifications provided by the Company and all copyright, patent, designs rights and all other intellectual property rights ("Intellectual Property Rights") in or arising out of them and Goods and/or Services made in accordance with such Specifications shall vest in and remain at all times the property of the Company and such Specifications may only be used by the Seller as necessary to perform the Contract.

10.2 Where Specifications, Goods or any developments to Goods (each being "Works") are specifically produced or developed by the Seller for the Company, in connection with a Contract, all Intellectual Property Rights in such Works shall be the exclusive property of the Company and the Seller hereby assigns all such Intellectual Property Rights to the Company.

10.3 The Seller hereby assigns or on demand by the Company shall procure the assignment to the Company absolutely with full title guarantee, all right, title and interest in any present or future Intellectual Property Rights in any part of the world or arising out of any Works (whether such work is or was created before, on or after the date of the Order) in accordance with the terms of the Contract with the Company relating to such assignment. The Seller hereby waives or shall procure a waiver of all moral rights in such Works.

11 CONFIDENTIALITY

Neither party shall without the prior written consent of the other party (during and after termination of the Contract) use (other than in the performance of the Contract) or disclose to any other person any confidential information of the other party, save that this shall not prevent any disclosure of confidential information which is required by law, court order or any legal or regulatory authority or disclosures to a party's professional advisors.

12 TERMINATION

12.1 The Company may cancel the Contract in whole or part by notice to the Seller at any time prior to delivery or performance, without liability.

12.2 The Company shall be entitled to terminate the Contract without liability to the Seller by notice to the Seller at any time if:- (1) the Seller is in breach of any of its material obligations under the Contract; (2) the Seller becomes insolvent, is unable to pay its debts, ceases to trade, has an administrator appointed, has a receiver appointed over the whole or any part of its assets, enters into any composition with its creditors generally, or is wound up (otherwise than in furtherance of a scheme for amalgamation or reconstruction), or any step is taken whether by the Seller or any other person, towards any of the foregoing events and in any other circumstances provided for in these terms and/or the Contract. 12.3 Upon termination the Seller shall immediately return all Specifications supplied by the Company or created by the Seller for the Company pursuant to Clause 10 and any other information or materials which belong to or were supplied by the Company, including any Confidential Information of the Company.

13 GENERAL

13.1 The Seller shall not assign, transfer, charge, hold on trust for another or deal in any other manner with any of its rights or obligations hereunder, nor purport to do so, nor sub-contract any or all of its obligations hereunder. The Company may without consent assign, transfer, charge, hold on trust for another or deal in any other manner with any of its rights or obligations hereunder or sub-contract any or all of its obligations hereunder.

13.2 Any notice to be given shall be in writing, and shall be sent to the recipient at its usual address in relation to the Contract.

13.3 Any failure to exercise or delay by a party in exercising a right or remedy arising in connection herewith or by law shall not constitute a waiver of such right or remedy or of any other rights or remedies.

13.4 Any invalidity or unenforceability of a provision shall not affect the validity or enforceability of any other provision.

13.5 Save where expressly provided otherwise, the rights and remedies provided in the Contract are cumulative and are not exclusive of any right or remedy provided by law.

13.6 These terms together with those set out in the Contract constitute the entire agreement and supersedes all previous agreements between the parties in respect of the subject matter of the Contract.

13.7 The Seller will at its own cost do, or procure to be done, all such further acts and execute, or procure the execution of, such documents as are necessary or may become necessary for the purpose of giving effect to the provisions of these terms.

13.8 No provision of a Contract shall be enforceable by any person who is not a party to it, pursuant to the Contracts (Rights of Third Parties) Act 1999.

13.9 These terms and each Contract shall be governed by and construed in accordance with the laws of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of Courts of England and Wales.