

STANDARD TERMS & CONDITIONS

The equipment will remain the property of Apogee International Limited & until we have received payment in full.

All prices are quoted in £Sterling, which is the currency for all payments

All quotations are valid for 30 days from the date of this letter.

All prices are exclusive of VAT which would be charged at the local rate. All orders should state the V A T coding for the site to save us having to levy taxation on the Invoice.

In the event of a dispute this contract is subject to English law.

In the event of a dispute relating to an item or items on an invoice, the balance shall be payable on all other items in accordance with the standard conditions of payment.

E & OE

Delivery of the equipment will be to the site address as stated on the official order.

Delivery is included as long as the invoice is paid within the allotted 30 Days.

Any aborted or cancelled installations and/ or deliveries are chargeable.

Deliveries will normally be made to the site by the local dealer / manufacturer. This is included in the price, unless stated.

Deliveries shall be deemed to have been accepted unless notice of faults or omissions is reported in writing to Apogee Group UK Head Office, within 24 hours of the delivery.

All deliveries not made by the local dealer or manufacturer would be chargeable to a maximum of £130.00 per unit.

The price for installing the vending machines is included in the price, provided a valid service agreement is signed prior to installation. Should this not be the case, each machine is charged at £110.00 + VAT

Any machines taken onto service contracts AFTER the installation, and after the mandatory warranty period has ended, will be subject to the following proviso. All chiller & refrigeration units are NOT covered on ANY type of machine. All replacement units are chargeable.

Any equipment delivered and invoiced as INSTALLATION ONLY, means exactly that. There is no labour element should the machine require a service call after installation. That is the reason why service contracts are offered. Once declined Caveat Emptor is activated.

All cabling for the vending machines and any cashless system is charged separately or carried out by the customer.

All electrical & plumbing work for the vending machines and Ice makers is charged separately or carried out by the customer.

All extra curricular visits to the site, not instigated by ourselves are chargeable for travelling and lodging allowance, plus a day rate of £600.00 or hourly at £75.00.

Once the equipment has been delivered to site, the installation will normally be carried out within four days.

Apogee shall **not** be liable for any loss of any sort whatsoever suffered by the customer as a consequence of the Equipment or any part of it being unusable for any period howsoever occasioned.

Product Pricing and maintaining security of the equipment, its contents, money both in the cashbox and coin mechanism (float) are the responsibility of the owner or user (if leased). The same goes for any products that may be in the machine at the time of any fault. Any lost stock, money etc. should be covered under the insurance policy in force on the property. (Similar to lost stock in a freezer, if the power supply is interrupted.)

The invoice will therefore be raised on the delivery date, and will be due for payment within thirty days from that date.

This is a summary, a full version is available by written request

1st July 2008