



**Alan Dick Broadcast Ltd**  
Unit 1 Bay 2, Andoversford Industrial  
Estate Cheltenham GL54 4LB, England  
t: +44 1242 820972  
www.alandickbroadcast.com

## GENERAL TERMS AND CONDITIONS OF SALE

By signing the attached proposal, the customer accepts the following terms and conditions:

- 1. PROPOSAL VALIDITY AND ACCEPTANCE:** This proposal ("Proposal") will automatically expire if not accepted within Thirty (30) days from its date or any extension of such given in writing by Alan Dick Broadcast Ltd & Alan Dick Broadcast Ltd When signed by the Customer and delivered to Alan Dick Broadcast Ltd., the same shall constitute an order by Customer ("Purchase Order"). The Purchase Order shall constitute your offer and will evidence your intent that the sale of the equipment shall be governed by the terms and conditions of this proposal. The Purchase Order will be accepted only in writing by an authorized representative of Alan Dick Broadcast Ltd at its Main office located at Cheltenham Glos UK shall not be binding until accepted. Once accepted, this Purchase Order shall constitute the sole agreement between the Customer and Alan Dick Broadcast Ltd for the purchase and sale of the parts, products, equipment and services covered thereby upon the terms and subject to the conditions herein set forth. Modifying, inconsistent or additional terms and conditions of your offer shall become a part of any contract resulting from this proposal only if accepted in writing by Alan Dick Broadcast Ltd **THE BANKING, NEGOTIATION, RETENTION, OR OTHER USE OF THE DOWN PAYMENT SHALL NOT CONSTITUTE ACCEPTANCE OF YOUR OFFER.**

- 2. Prices.** If the Proposal includes parts, products and equipment not manufactured by Alan Dick Broadcast Ltd Alan Dick Broadcast Ltd reserves and shall have the right to adjust the price set forth in the Purchase Order for such parts, products and equipment to the list price charged by the manufacturer of such parts, products and equipment in effect on date of shipment to the Customer, plus Alan Dick Broadcast Ltd usual handling charge.

Any prices quoted in the Proposal for equipment or services shall be firm only if the required down payment has been made with Customer's offer, otherwise, such price shall be subject to confirmation or revision at the time Customer submits the required down payment.

Where there is a delay in delivery of non-Alan Dick Broadcast Ltd manufactured equipment without fault of Alan Dick Broadcast Ltd., or if the provisions of the first paragraph above apply, the price of such equipment may be subject to a price increase.

- 3. Payment.** Unless otherwise agreed by Alan Dick Broadcast Ltd and the Customer, a down payment is due upon Customer's submission of the Purchase Order, and the balance of the purchase price is due before shipment of the product requested. Overdue payments shall accrue interest at the rate of 10% or 2% above prime rate, whichever is greater at the time a contract is entered into.

All down payments shall be made to the offices of Alan Dick Broadcast Ltd unless otherwise directed in writing by Alan Dick Broadcast Ltd

Upon Alan Dick Broadcast Ltd request, Customer agrees to provide its latest audited financial statements, including, but not limited to, the balance sheet, profit and loss statement of retained earnings.



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- 4. Security Interest.** Until payment in full is made for the products ordered, Alan Dick Broadcast Ltd reserves a secure interest in the products so ordered, regardless of the location of the products. If the Proposal calls for payment of the purchase price other than usual terms of payment herein, the Customer, at the request of Alan Dick Broadcast Ltd shall execute any and all instruments specified by Alan Dick Broadcast Ltd as may be necessary or desirable to provide Alan Dick Broadcast Ltd  
A security interest in the product sold to secure the unpaid portion of the purchase price thereunder, under the Uniform Commercial Code.
- 5. Sales and Use Taxes.** Unless otherwise indicated on the proposal, the prices specified herein do not include any applicable federal, state, or local sales, use or excise taxes in respect to the sale, use or delivery of the products and/or services covered hereby. In addition to payment of the prices specified herein, the Customer shall pay or reimburse Alan Dick Broadcast Ltd the amount of such sales, use of excise taxes not included herein which may be payable or assessed against Alan Dick Broadcast Ltd in respect of the Purchase Order.
- 6. Shipping.** Unless otherwise agreed by Alan Dick Broadcast Ltd and the Customer, all products ordered will be shipped F.O.B. Alan Dick Broadcast Ltd and the Customer shall pay all shipping and insurance costs and c.o.d. charges (when applicable). Unless specified in the Proposal, Alan Dick Broadcast Ltd has the right to select the carrier to ship the products covered by the Purchase Order.
- 7. Risk of Loss.** The Customer shall have full responsibility for and risk of any loss of or damage to products covered by the Purchase Order after delivery thereof by Alan Dick Broadcast Ltd to the carrier for shipment. If any products are lost or damaged in shipment it shall be the Customer's responsibility to file and process all necessary claims directly with the carrier.
- 8. Delivery.** The Customer understands that the products and/or services described on the Purchase Order are of a custom nature. Alan Dick Broadcast Ltd will use reasonable efforts to attempt to deliver the product and/or services ordered by the Customer within the time frame proposed, however, because of the difficulties inherent in predicting future delivery dates or periods, Alan Dick Broadcast Ltd does not promise, guarantee or otherwise obligate itself that the products and/or services will be delivered within such time frame. The custom nature of the products and/or services ordered by the Customer may require research and development and/or adjustment or revisions which may also further delay delivery.

Alan Dick Broadcast Ltd will do all possible to meet the estimated delivery dates or periods, but shall not be liable for damages nor shall the customer be relieved of obligation because of failure to meet said deliveries. Because of these factors, the customer should not enter into any contracts with third parties in anticipation that the products and/or services ordered from Alan Dick Broadcast Ltd will be delivered within the proposed time frame. The customer should not contract for tower installers or riggers until the product and/or services have actually been delivered to the customer's site. The customer shall be solely responsible for, and shall have no claims against Alan Dick Broadcast Ltd with respect to any costs or expenses incurred or any liabilities or damages of any kind (including consequential damages) suffered by the customer as a result of or in any way related to any delay in shipment or inability to complete the manufacture and shipment of the products described in the purchase order, including without limitation, rigger's charges, standby fees and move-on or move off fees, station license or loss of goodwill.



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- 9 Force Majeure.** In addition to the limitations of damages provided in Section 8 above, Alan Dick Broadcast Ltd shall not be responsible for any damages, liabilities, costs, and/or expenses caused by labour difficulties, fire or other casualty, acts of God, acts of the public enemy, transportation difficulties, inability to obtain equipment and material from others, government interference or controls, or any other cause beyond the control of Alan Dick Broadcast Ltd
- 10. Customer Responsibility.** The Customer understands that the products and/or services purchased from Alan Dick Broadcast Ltd are custom products. **CAUTION.** Alan Dick Broadcast Ltd recommends that the Customer hire a consulting engineer or other expert to determine the exact type of equipment required and/or the required specifications for any radiation patterns desired. Failure to obtain expert advice from third party consultants may result in the Customer purchasing a component which is not suitable for their needs or the location of their facility. Alan Dick Broadcast Ltd does not provide this service and under no circumstance may the Customer rely, or purport to rely, upon Alan Dick Broadcast Ltd for providing this service. Alan Dick Broadcast Ltd is relying on the Customer to provide any and all specifications for products and/or services and to select the appropriate products. The Customer acknowledges that Alan Dick Broadcast Ltd has no responsibility to confirm or verify any information or specifications provided by the Customer or resulting from the Customer electing or failing to obtain service from an expert third party consultant. Customer has, independent of Alan Dick Broadcast Ltd., assembled and is aware of all information necessary for them to determine that the making of this Purchase Order is advisable and acknowledges that it has not relied upon the technical judgement or advice of Alan Dick Broadcast Ltd in making said decision.
- 11. Warranties.** By executing the Proposal, the Customer warrants that they have read and understands the Limited Warranty and Limitations on Damages included as a part hereof. The Customer expressly warrants that it understands that Alan Dick Broadcast Ltd shall not be liable for any consequential or incidental damages, including without limitation, expenses due to the radiation pattern achieved or not achieved at the broadcast site, delays in delivery of the products and/or services injury to persons or property, loss of use of the products, rigging costs, loss of broadcast revenue, loss of station license or loss of goodwill. The Customer acknowledges that it has read and understands the conditions, limitations, provisions, and exclusions of this agreement applicable to warranties of the products and/or services, or the lack thereof, as set forth below, and stipulates that although all terms were presented as subject to negotiation between Customer and Alan Dick Broadcast Ltd no changes were chosen to be made therein by Customer. **NOTE:** Warranties are Null and Void if customers account is not current.
- 12. Extra Items.** The Customer understands that the price specified on the facing page of the Purchase Order includes only the products and/or services specified herein. Any and all additional products or services requested by the Customer, including without limitation, adjustments to products after delivery, or visits and/or inspections by Alan Dick Broadcast Ltd personnel to Customer's location, will be in addition to the price specified herein and such additional products and/or services will be provided only after acceptable price and payment terms are negotiated.



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- 13. Entire Agreement/Amendment.** The Proposal, The General Terms and Conditions of Sales, the Limited Warranty and Limitation on Damages and the FCC Directional Antenna and Pattern Optimization service Disclaimer comprise the Purchase Order and constitute the entire agreement of the parties hereto with respect to the subject matter hereof, superseding all prior agreements, understanding, negotiations and commitments of any kind. The Purchase Order may not be amended or supplemented nor may any rights thereunder be waived, except in writing signed by all of the parties hereto. No statement or representation of any dealer, distributor, sales representative, OEM or other party shall be binding on Alan Dick Broadcast Ltd unless set forth in writing and signed by Alan Dick Broadcast Ltd Under no circumstance will the "Terms and Conditions" or any other provisions of any purchase order or other order form or document of the Customer amend, supplement or supersede, in whole or in any part, the Purchase Order, unless each separate provision is separately initialled by Alan Dick Broadcast Ltd acknowledging its acceptance thereof as a part of the Purchase Order.
- 14. Legal Fees.** If any action or suit be brought to enforce payment of the purchase price, or any portion thereof, or with respect to any security interest granted or to be granted in any products covered by the Purchase Order, or with respect to any limitation on liability of Alan Dick Broadcast Ltd., if it prevails shall be entitled to recover from the Customer all legal fees and other costs incurred in the action or suit, in addition to any other relief to which it may be entitled.
- 15. Governing Law.** The Purchase Order has been entered into UK Law and all terms and provisions thereof, and the rights and obligations of the parties thereunder, shall be governed and construed in accordance with the laws thereof.
- 16. Severability.** In the event any provision of this Purchase Order is held to be invalid or unenforceable, the invalid or unenforceable provisions shall remain in full force and effect. Customer agrees that it has had opportunity to consult with independent advisors concerning the terms of this agreement and to negotiate each and every term thereof at all stages of the transaction until this agreement was executed by Customer.
- 17. Arbitration.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with UK Law, and judgement upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof.
- 18. Agent and Representatives.** If this Purchase Order was initiated or obtained from Customer through the action of any person other than a regular and duly authorized Alan Dick Broadcast Ltd employee, any representations of warranties made by such person, other than those printed herein, shall be void and of no effect unless specifically authorized by Alan Dick Broadcast Ltd and Alan Dick Broadcast Ltd liability is expressly so limited.