



FSL ELECTRONICS LIMITED

TERMS AND CONDITIONS OF SALE AND WEBSITE USE

Version 2026.1 — October 2026

1. INTERPRETATION

1.1 In these Conditions:

"Company" means FSL Electronics Limited, a company registered in Northern Ireland (Company No. NI021835) whose registered office is at Unit 9 Kilcronagh Business Park, Cookstown, Co. Tyrone, BT80 9HJ, including when trading under its FSL Scoreboards or FSL Displays brands;

"Conditions" means the standard conditions of sale set out in this document and includes any Special Conditions annexed hereto or set out in the Quotation or Order Acknowledgement;

"Consumer" means an individual acting for purposes wholly or mainly outside that individual's trade, business, craft or profession;

"Contract" means the contract for the sale and purchase of the Goods and/or the supply of the Services;

"Deposit" means the advance payment stated on the Quotation or Proforma Invoice which is payable before manufacture of the Goods begins;

"Goods" means all or any products (including scoreboards, LED displays, video scoreboards, variable message signs, industrial displays, radio remote controls, controllers, electronic assemblies, accessories and any instalment of the Goods or any part of them) which the Company is to supply in accordance with these Conditions;

"Handover" means the point at which the Goods are handed over to the Purchaser, being on completion of commissioning where the Company carries out Installation Services, or otherwise on delivery or collection;

"Installation Services" means any installation, commissioning, training or associated site work which the Company has agreed in the Quotation or Order Acknowledgement to carry out;

"Intellectual Property" means all inventions, patents, utility models, designs (both registered and non-registered), database rights, copyright, software and trade marks (both registered and unregistered), together with all rights to the grant of and applications for the same and including all similar or analogous rights and all other rights in the nature of intellectual property throughout the world and all future rights of such nature;

"Order Acknowledgement" means the acknowledgement of an order in Writing issued by the Company pursuant to Condition 3.4;

"Proforma Invoice" means the proforma invoice issued by the Company on acceptance of a Quotation, setting out the Deposit or payment required;

"Purchaser" means the person, club, school, business or organisation whose order for the Goods and/or Services is accepted by the Company;

"Quotation" means a written quotation issued by the Company;

"Services" means the Installation Services and any maintenance, servicing, repair or other services supplied by the Company;

"Site" means the location at which the Goods are to be delivered and/or installed;

"Special Order" means any order for Goods which are bespoke, custom-manufactured or specially obtained for the Purchaser, or any order which the Company notifies the Purchaser (by endorsement of the Quotation or Order Acknowledgement or otherwise) shall be supplied as a Special Order. All complete scoreboards are Special Orders;

"Writing" includes e-mail and other comparable means of electronic communication, but not text messaging.

- 1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.
- 1.3 Words denoting the singular number only include the plural and vice versa.
- 1.4 The headings used in these Conditions are for convenience only and shall not affect the construction thereof.

2. BASIS OF SALE

- 2.1 These Conditions shall:
 - 2.1.1 apply to and be incorporated into the Contract; and
 - 2.1.2 prevail over any terms or conditions contained, or referred to, in the Purchaser's purchase order, confirmation of order, acceptance of a Quotation or specification, or any inconsistent terms or conditions implied by law, trade custom, practice or course of dealing.
- 2.2 The Purchaser's standard terms and conditions (if any) attached to, enclosed with or referred to in any purchase order or other document shall not govern the supply of the Goods or Services.
- 2.3 These Conditions apply to business customers, including sports clubs, schools, organisations and businesses, and, together with Schedule 4 (Consumer Orders), to Consumers. Nothing in these Conditions excludes or restricts any statutory right of a Consumer which cannot lawfully be excluded or restricted.
- 2.4 Where a specific term set out in the accepted Quotation or Order Acknowledgement conflicts with these Conditions, the specific term shall take precedence to the extent of the conflict.
- 2.5 No variation to these Conditions shall be binding unless agreed in Writing between the authorised representatives of the Purchaser and a director of the Company.
- 2.6 The Company's employees or agents are not authorised to make any representations concerning the Goods or Services unless confirmed by the Company in Writing. In entering into the Contract the Purchaser acknowledges that it does not rely on any representations which are not so confirmed.
- 2.7 Any advice or recommendation given by the Company or its employees or agents to the Purchaser or its employees or agents as to the storage, application or use of the Goods which is not confirmed in Writing by the Company is followed or acted upon entirely at the Purchaser's own risk, and accordingly the Purchaser acknowledges that it does not rely on and waives any claim for breach of any such representation which is not so confirmed.
- 2.8 Any typographical, clerical or other error or omission in any sales literature, website content, Quotation, price list, acceptance of offer, invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company.
- 2.9 The following Schedules form part of these Conditions where they apply: Schedule 1 (OEM Design and Supply Terms) for OEM design, development and supply work; Schedule 2 (Subscription Services Terms) for online, app and subscription services; Schedule 3 (Website Use) for all users of the Company's websites; and Schedule 4 (Consumer Orders) for Consumers.

3. QUOTATIONS AND ORDER ACCEPTANCE

- 3.1 Goods are supplied following a Quotation from the Company. Each Quotation will identify the Goods and Services included, together with any applicable delivery, installation, customisation or additional charges.
- 3.2 Unless otherwise stated in Writing, a Quotation is valid for 30 days from its date, provided that the Company has not previously withdrawn it. After that period the Company may review prices, availability and delivery estimates.
- 3.3 The Purchaser's purchase order, or the Purchaser's acceptance of a Quotation, constitutes an offer by the Purchaser to purchase the Goods and/or Services specified in it on these Conditions. No agreement shall come into existence except in accordance with Condition 3.4.
- 3.4 No offer placed by the Purchaser shall be accepted by the Company other than:
 - 3.4.1 where a Deposit or payment is required, by the Company receiving that Deposit or payment in cleared funds and confirming the order by Order Acknowledgement; or
 - 3.4.2 where no Deposit is required, by an Order Acknowledgement issued by the Company; or
 - 3.4.3 (if earlier) by the Company supplying the Goods, when the Contract will be established.
- 3.5 Where the Purchaser issues a purchase order for administrative purposes, this does not remove the requirement for the Deposit or payment unless the Company expressly agrees otherwise in Writing.
- 3.6 The Company may decline any order before acceptance, including where products are unavailable, a specification cannot reasonably be met or a genuine pricing error has occurred. Any payment received for an order which is not accepted shall be refunded.



- 3.7 **Online orders.** Selected Goods may be ordered through the Company's online shop. For online orders:
- 3.7.1 placing an order is an offer to buy the selected Goods on these Conditions. An automated e-mail acknowledging receipt of the order is not acceptance. The order is accepted, and the Contract formed, when the Company sends an order confirmation or a dispatch confirmation, whichever is first;
 - 3.7.2 prices are shown in Pounds Sterling. Prices shown to Consumers include VAT and any other unavoidable charges. Where prices are shown to business customers exclusive of VAT, this is clearly stated and the VAT-inclusive total is shown before the order is placed. Delivery charges are shown before the order is placed;
 - 3.7.3 payment is taken in full at checkout through the payment methods offered. The Company does not store card details;
 - 3.7.4 if Goods are unavailable or a genuine pricing error has occurred, the Company may decline or cancel the order before dispatch and will refund any payment made in full; and
 - 3.7.5 the Purchaser is responsible for entering correct product, quantity and delivery details. Orders may be placed by guest checkout without creating an account.
- 3.8 Where an order is placed by a Consumer, Schedule 4 (Consumer Orders) applies, including the Consumer's right to cancel a distance contract within 14 days, the cancellation procedure and model cancellation form, and the statutory remedies for faulty Goods.

4. ORDERS, SPECIFICATIONS AND DESIGN APPROVAL

- 4.1 These Conditions shall apply to any Quotation or order relating to the design, manufacture, supply and/or installation of any Goods by the Company and to any Contract arising therefrom.
- 4.2 The Purchaser shall be responsible to the Company for ensuring the accuracy of the terms of any order (including any applicable specification, dimensions, colours, layout, display configuration or design) submitted by the Purchaser, and for giving the Company any necessary information relating to the Goods within a sufficient time to enable the Company to perform the Contract.
- 4.3 The quantity and description of the Goods to be supplied shall be those set out in the Order Acknowledgement.
- 4.4 Where appropriate, the Company will supply drawings, artwork or specifications to the Purchaser for approval before manufacture. The Purchaser is responsible for checking them carefully and notifying the Company of any inaccuracy. Manufacture will begin once the Purchaser has approved the design in Writing, and the Company shall manufacture the Goods in accordance with the approved specification.
- 4.5 Changes requested by the Purchaser after design approval may result in additional charges and revised delivery timescales. The Company will advise the Purchaser of any additional charges before carrying out chargeable changes.
- 4.6 The Company reserves the right (but not so as to be obliged to do so) to make any changes in the quality or specification of the Goods which are required to conform with any applicable UK or EU safety or statutory requirement, or which do not materially impair the quality or performance of the Goods. Any material change to an agreed specification will require the Purchaser's approval.

5. ALTERATIONS AND MODIFICATION

- 5.1 Where the Purchaser instructs the Company to make some alteration or modification to the Goods, the Company will accept such instructions and use reasonable endeavours to carry the same out, but on the following conditions:
 - 5.1.1 the Company in following such instructions is deemed to have made no representation and gives no warranty as to whether the Goods can be altered or modified in accordance with the Purchaser's instructions;
 - 5.1.2 the Goods that are altered or modified pursuant to the Purchaser's instructions are excluded from the warranties given by the Company pursuant to these Conditions, to the extent that any defect arises from the alteration or modification;
 - 5.1.3 the Company shall be under no liability to the Purchaser in respect of such alterations or modifications and the same shall be carried out entirely at the risk of the Purchaser;
 - 5.1.4 notwithstanding that the Goods may prove to be defective following the alterations and modifications, the Purchaser shall pay for the Goods pursuant to these Conditions; and
 - 5.1.5 the Company shall be under no liability to the Purchaser if, following the alterations or modifications, the Goods are not fit for the purpose the Purchaser intended to put them to.

6. PRICES

- 6.1 The price of the Goods and Services shall be as set out in the Quotation or Order Acknowledgement. Unless expressly stated otherwise, all prices are in Pounds Sterling (£). Where the Company is engaged in designing or manufacturing the Goods, the Company may increase the price to reflect the cost to it of designing and/or manufacturing the Goods where the specification changes at the Purchaser's request.
- 6.2 Where the Goods (or part thereof) have been imported by the Company, the price stated in the Quotation or Order Acknowledgement is based upon the rate of exchange between Pounds Sterling and the relevant foreign currency at the date of the Quotation or Order Acknowledgement. At the time of invoicing a currency/exchange rate correction factor may be applied to take account of any change in the relevant exchange rate between that date and the date of dispatch.
- 6.3 The Company reserves the right, by giving notice to the Purchaser at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Company which is due to:
- 6.3.1 any change in delivery dates, quantities or specifications for the Goods which is requested by the Purchaser, or any delay caused by any instructions of the Purchaser or failure of the Purchaser to give the Company adequate information or instructions; or
 - 6.3.2 any factor beyond the control of the Company (including without limitation foreign exchange fluctuations, currency regulations, increase or imposition of taxes or duties, and increase in the cost of labour, materials or other costs of manufacture).
- 6.4 Prices are exclusive of value added tax unless the Quotation states otherwise. The Quotation will state whether VAT is included or excluded. The Purchaser shall additionally pay any applicable VAT, sales tax, import or export duty, brokers' fees or clearance fees.
- 6.5 Delivery and installation charges are as stated in the Quotation. Where the Quotation does not include delivery, prices are on an ex works basis and the Purchaser shall pay the Company's charges for transport, packaging and insurance. Where carriage, insurance, storage, inspection certificate, handling or other charges are incurred by the Company in consequence of any act or omission of the Purchaser, or any special requirement of the Purchaser not otherwise provided for in the Contract, they shall be charged separately and be payable by the Purchaser as if they form part of the price.
- 6.6 Additional work or alterations requested after acceptance of the Quotation may result in additional charges, which will be communicated to the Purchaser for approval before the work is undertaken.
- 6.7 In the event of the Purchaser varying any agreed call-off rate, the Company reserves the right to charge a price appropriate to the changed call-off rate.

7. DEPOSITS AND PAYMENT

- 7.1 A Deposit is required for scoreboard orders before manufacture begins. The amount of the Deposit may vary depending on the product and project value and will be stated on the Quotation or Proforma Invoice.
- 7.2 Unless otherwise stated in the Quotation or agreed in Writing, the balance of the price is payable on delivery, completion of installation or Handover, as specified in the Quotation or invoice. Where installation is not included, Handover will normally take place on delivery or collection.
- 7.3 For all other Goods and Services, and subject to any special terms agreed in Writing, the Company shall invoice the Purchaser on or at any time after the Goods have been dispatched or the Services performed, and the Purchaser shall pay the invoice within 30 days of its date.
- 7.4 The Purchaser shall pay the price without any deduction or set-off (other than any discount agreed in Writing). Time for payment shall be of the essence. Payment is treated as received only when cleared funds are available to the Company.
- 7.5 Accepted payment methods are BACS bank transfer, debit card, credit card and cheque (subject to clearance).
- 7.6 Goods and Services are not supplied on credit terms, and no payment plan applies, unless previously agreed in Writing by the Company. The Company may withdraw any credit terms at any time.
- 7.7 If the Purchaser fails to make full payment (including any VAT payable) by the due date, all of the Company's invoices rendered (or to be rendered) to the Purchaser, whether under the Contract or any other contract, shall become immediately due and payable and, without prejudice to any other right or remedy, the Company shall be entitled to:
- 7.7.1 cancel the Contract or suspend any further deliveries or Services;
 - 7.7.2 appropriate any payment made by the Purchaser to such of the Goods (or goods supplied under any other contract) as the Company may think fit, notwithstanding any purported appropriation by the Purchaser; and
 - 7.7.3 claim interest and fixed compensation on the amount unpaid under the Late Payment of Commercial Debts (Interest) Act 1998, both before and after any judgment, until payment in full is made.

- 7.8 All costs and expenses reasonably incurred by the Company in recovering monies due to it will be charged to and be payable by the Purchaser.
- 7.9 Payment is not conditional on the Purchaser receiving any grant, funding, sponsorship, lottery proceeds or loan. Any delay in the Purchaser's funding shall not extend the due date for payment unless the Company has agreed in Writing to a revised payment schedule.
- 7.10 Where the Contract includes Installation Services which are construction operations within the meaning of the Construction Contracts (Northern Ireland) Order 1997 (as amended): (a) each payment becomes due on the date of the Company's invoice, and the final date for payment is the date stated in Condition 7.2 or 7.3, as applicable; (b) the Company's invoice shall be the payment notice and shall state the sum the Company considers due and the basis on which it is calculated; (c) if the Purchaser intends to pay less than the notified sum, it must give the Company notice in Writing not later than 7 days before the final date for payment, stating the sum it considers due and the basis of calculation; (d) the Company may suspend performance if any sum due is not paid in full by the final date for payment, on giving at least 7 days' notice of its intention to suspend and the grounds; and (e) either party may refer any dispute to adjudication at any time in accordance with the Order.

8. MANUFACTURING AND LEAD TIMES

- 8.1 The normal estimated manufacturing lead time for scoreboards is approximately 4 to 5 weeks, unless otherwise stated in the Quotation.
- 8.2 The lead time begins once the Deposit or payment has been received in cleared funds and all necessary specifications and design approvals have been completed.
- 8.3 Lead times and delivery dates are estimates only unless a specific date has been expressly agreed by the Company in Writing as binding. The Company will make reasonable efforts to meet the estimated timescale and will notify the Purchaser of any significant delay with an updated estimate.

9. DELIVERY AND COLLECTION

- 9.1 Delivery of the Goods will be arranged in accordance with the accepted Quotation. Where the Quotation does not include delivery, delivery shall be on an ex works basis. The Purchaser may collect the Goods from the Company's premises by prior agreement.
- 9.2 The Purchaser must provide accurate delivery information and notify the Company in advance of any Site access restrictions.
- 9.3 Any dates quoted for delivery are approximate only and, save where a date has been agreed as binding under Condition 8.3, the Company shall not be liable for any delay in delivery however caused. Time for delivery shall not be of the essence unless previously agreed by the Company in Writing. The Goods may be delivered in advance of the quoted delivery date upon giving reasonable notice to the Purchaser.
- 9.4 Where the Goods are delivered in instalments, each delivery shall constitute a separate contract, and failure by the Company to deliver any one or more instalments, or any claim by the Purchaser in respect of any instalment, shall not entitle the Purchaser to treat the Contract as a whole as repudiated.
- 9.5 If the Company fails to deliver the Goods (or any instalment) for any reason other than a cause beyond the Company's reasonable control or the Purchaser's fault, the Company's liability shall be limited to the price of the Goods not delivered.
- 9.6 If the Purchaser fails to take delivery of the Goods, fails to make the Site available, or fails to give adequate delivery instructions at the time stated for delivery (otherwise than by reason of a cause beyond the Purchaser's reasonable control or the Company's fault), then, without prejudice to any other right or remedy, the Company may:
- 9.6.1 store the Goods (at the risk of the Purchaser) until actual delivery and charge the Purchaser the reasonable costs (including insurance) of storage and of any wasted or rearranged delivery or installation visit; or
 - 9.6.2 terminate the Contract with immediate effect and resell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Purchaser for the excess over the Contract price or charge the Purchaser for any shortfall.
- 9.7 Call-off orders must be completed within one year from the date of the first delivery. Only in exceptional circumstances, determined at the Company's sole discretion, will the Company agree to delay delivery beyond the date agreed in the Order Acknowledgement, and the Company may pass on to the Purchaser any extra costs involved.
- 9.8 Unless otherwise agreed in Writing, the Company may deliver up to 2% more or less than the total number of items ordered (other than complete scoreboards), and such delivery shall satisfy the order subject to an appropriate adjustment to the price.
- 9.9 The Purchaser should inspect the Goods on delivery. Any claim for visible damage, short delivery or discrepancy must be notified to the Company in Writing within 7 days of receipt of the Goods. The Company will not accept any such claim notified after that time.

10. INTERNATIONAL ORDERS

- 10.1 International delivery arrangements and charges will be confirmed before an order is accepted. Each Quotation for delivery outside the United Kingdom will state the applicable Incoterm. If none is stated, the Goods are sold EXW (Ex Works) the Company's premises where the Purchaser arranges carriage, or DAP (Delivered at Place, duties unpaid) where the Company arranges carriage.
- 10.2 Where the Company arranges carriage and/or insurance of the Goods for transit to the Purchaser, the Company shall be deemed to be acting solely as agent of the Purchaser and Sections 32(2) and 32(3) of the Sale of Goods Act 1979 shall not apply.
- 10.3 Unless otherwise agreed in Writing, where the Goods are exported the Purchaser shall be responsible for complying with all legislation and regulations governing their import into the country of destination, and for payment of all import duties, customs charges, local taxes and clearance costs. If any licence or consent of any government or other authority is required for the acquisition, carriage or use of the Goods, the Purchaser shall obtain it at its own expense and produce evidence of it on demand. Failure to do so shall not entitle the Purchaser to withhold or delay payment, and any additional costs incurred by the Company as a result shall be for the Purchaser's account.
- 10.4 The Purchaser is responsible for ensuring that the Goods are suitable for its intended use and comply with local installation requirements in the country of destination, except for matters the Company has expressly agreed in Writing to undertake.
- 10.5 Where Goods are sold CIF, FOB or on the basis of any other international trade term, the meaning of that term in the Incoterms in force at the date of the Contract shall apply, except where inconsistent with these Conditions.

11. INSTALLATION SERVICES

- 11.1 Installation may be included in the Quotation or offered as an additional service. Where installation is included, its scope will be set out in the Quotation, and anything not stated there is excluded.
- 11.2 Installation may be carried out by the Company's engineers or by suitably appointed subcontractors. The Company remains responsible for the proper performance of the Installation Services it has contracted to provide and will carry them out with reasonable care and skill.
- 11.3 Unless the Quotation states otherwise, the Purchaser is responsible for preparing the Site in accordance with the specifications and requirements provided by the Company, including:
 - (a) suitable foundations, structural supports and mounting arrangements;
 - (b) an appropriate electrical supply to the agreed position;
 - (c) any required network or internet connection;
 - (d) safe and suitable access to the installation area for personnel, vehicles and equipment; and
 - (e) any planning permission, landlord or governing body consent, or other site permission or approval required for the installation.
- 11.4 Any additional work, return visit or delay caused because the Site has not been prepared to the agreed specification will be charged to the Purchaser. The Company will tell the Purchaser of such charges.
- 11.5 The contract price does not include responsibility or liability on the part of the Company for (and the Company shall therefore have no responsibility or liability for):
 - (a) damage to underground or concealed services, or the temporary or permanent diversion of such services, or any resultant delay to the Installation Services, unless the Company has been accurately informed in Writing of the presence and location of those services before the date of the Quotation; or
 - (b) reinstatement of disturbed ground or surfaces, except where expressly stated in the Quotation.

12. ACCESS EQUIPMENT

- 12.1 Unless otherwise stated in the Quotation, the Purchaser is responsible for providing any access equipment required for installation, servicing, maintenance or repair, including scaffolding, mobile elevated work platforms, cherry pickers or other suitable equipment.
- 12.2 The Company can arrange access equipment on the Purchaser's behalf where agreed. Where it does so, the charge will be the equipment hire cost plus a 5% administration charge, plus VAT. The cost and arrangements will be confirmed to the Purchaser before the equipment is hired.
- 12.3 Access equipment required for service or warranty repairs is not included in the warranty unless expressly agreed in Writing.

13. COMMISSIONING, HANDOVER AND TRAINING

- 13.1 Where the Company provides Installation Services, it will carry out appropriate commissioning and operational checks and give the Purchaser reasonable instruction or demonstration on the basic operation of the scoreboard and its controls.
- 13.2 Where the Company provides a handover or acceptance form, the Purchaser shall sign it on completion of commissioning, noting any defects. Use of the Goods by the Purchaser for any match or event shall be treated as acceptance of Handover, without prejudice to the warranty in Condition 18.
- 13.3 Any additional training requirements must be agreed before installation or commissioning and may be charged.
- 13.4 The Purchaser shall operate and maintain the Goods in accordance with the instructions supplied by the Company.

14. RISK AND TITLE

- 14.1 Risk of damage to or loss of the Goods shall pass to the Purchaser:
 - 14.1.1 where the Goods are collected or delivered ex works, at the time of collection or dispatch from the Company's premises; or
 - 14.1.2 where the Company delivers the Goods to the Site, at the time the Goods are delivered to the Site.
- 14.2 Notwithstanding delivery and the passing of risk in the Goods, or any other Condition, property in the Goods shall not pass to the Purchaser until the Company has received in cash or cleared funds payment in full of the price of the Goods and all other goods agreed to be sold by the Company to the Purchaser for which payment is then due.
- 14.3 Until property in the Goods passes to the Purchaser, the Purchaser shall hold the Goods as the Company's fiduciary agent and bailee, shall keep the Goods properly stored, protected and insured and identified as the Company's property, and shall not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods.
- 14.4 Notwithstanding that the Goods remain the property of the Company, the Purchaser may resell the Goods in the ordinary course of its business at full market value. Until property passes, the entire proceeds of sale or any insurance proceeds in respect of the Goods shall be held in trust for the Company, shall not be mixed with other money or paid into any overdrawn bank account, and shall at all times be identified as the Company's money.
- 14.5 The Purchaser's right to use the Goods shall automatically cease if a receiver, manager or administrator is appointed over the assets, undertaking or property of the Purchaser, or a winding-up or administration order is made or petitioned against the Purchaser.
- 14.6 The Company shall be entitled to recover the invoiced price (plus VAT) notwithstanding that property in any of the Goods has not passed from the Company.
- 14.7 Until property in the Goods passes to the Purchaser, the Company shall be entitled at any time to require the Purchaser to deliver up the Goods and, upon reasonable notice, to enter any premises where the Goods are stored or installed and repossess them (including by removing them from any structure to which they are fixed). Where the Goods are in the possession of a third party, the Purchaser shall use its best endeavours to obtain that third party's consent and co-operation to repossession.
- 14.8 The Purchaser shall not pledge or in any way charge by way of security any of the Goods which remain the property of the Company. If the Purchaser does so, all moneys owing by the Purchaser to the Company shall (without prejudice to any other right or remedy) immediately become due and payable.

15. RETURNS

- 15.1 Subject to Condition 3.8, the Company does not accept change-of-mind returns of correctly supplied Goods unless agreed in Writing. This does not affect any Purchaser's remedies where Goods are faulty, incorrectly supplied or otherwise do not comply with the Contract, or a Consumer's statutory right to cancel or to reject faulty Goods.
- 15.2 Where the Company accepts that it has supplied the wrong Goods (but not otherwise), the Company will issue a returns number with which the Purchaser shall identify the relevant Goods before returning them, and the Company will refund all reasonable costs incurred by the Purchaser in returning them. In all other cases, returned Goods shall only be accepted by prior agreement and if return carriage is pre-paid by the Purchaser.
- 15.3 The Purchaser must contact the Company before returning any Goods for assessment, repair or credit.

16. CATALOGUE AND WEBSITE DESCRIPTIONS

- 16.1 Whilst the Company takes every precaution in the preparation of its technical circulars, brochures, price lists, website and other literature, these are for the Purchaser's general guidance only and the particulars contained in them shall not constitute representations by the Company, nor shall the Company be bound by them.
- 16.2 Product photographs and illustrations are representative. Minor differences may occur between illustrations and finished Goods due to manufacturing processes, component availability or product improvements, provided these do not materially affect the agreed specification. Where exact dimensions, colours, display configurations or technical requirements are essential, the Purchaser must confirm these in Writing before placing an order.



17. INTELLECTUAL PROPERTY

- 17.1 The Intellectual Property in the specification(s), design(s), drawings, software and manufacturing know-how of the Goods shall belong to and remain the property of the Company. The Company licenses all such rights to the Purchaser free of charge on a non-exclusive, worldwide basis to such extent as is necessary to enable the Purchaser to make reasonable use of the Goods for its purposes.
- 17.2 While the Company is not aware that any of the Goods, or their use for their normal purpose, infringe the Intellectual Property rights of any third party in the United Kingdom or elsewhere, no warranty is given and no obligation or liability is accepted by the Company for any such infringement or any loss, damage or expense associated with it.
- 17.3 Where the Purchaser supplies logos, crests, artwork, sponsor branding, designs or specifications for incorporation into the Goods, the Purchaser warrants that it owns, or has permission to authorise the use of, those materials for the agreed purpose, and that their use will not infringe the rights of any third party. The Purchaser shall indemnify the Company against all loss, damage, costs and expenses awarded against or incurred by the Company in connection with any claim that such materials or the Goods infringe the Intellectual Property of a third party. Ownership of customer-supplied materials remains with their lawful owner.
- 17.4 The Purchaser shall not, nor directly or indirectly assist any other person to, copy or reverse engineer any Goods or software provided by the Company, or do anything which would infringe the Company's Intellectual Property, and the Purchaser shall not remove, deface or obscure any branding, company details, trade mark, registered design number or patent number on the Goods.
- 17.5 In addition to the other rights and remedies available to the Company, if the Purchaser breaches Condition 17.4 the Purchaser shall account to the Company for all profits made as a result.
- 17.6 Any software, firmware or app supplied with or embedded in the Goods is licensed, not sold, to the Purchaser for use with the Goods only. The Purchaser shall not copy, modify or decompile it. The Company may issue updates but is not obliged to do so. Any online, cloud or subscription service (including live scoring services) is supplied under Schedule 2.

18. WARRANTY

- 18.1 Unless a different warranty is expressly stated in the Quotation or product documentation, the Company provides the following warranty on scoreboards manufactured by it:
- 18.1.1 **Standard warranty** — all scoreboard components (other than those covered by Condition 18.1.2) are warranted against defects in materials and workmanship arising in normal intended use for 24 months, parts and labour. During the first 12 months, and subject to Condition 18.10, warranty support will be provided on site where reasonably required. During months 13 to 24, warranty repairs may be carried out by the return of defective components to the Company or by such other repair method as the Company reasonably determines.
- 18.1.2 **Five-year LED digit warranty** — LED digits are warranted against failure for 5 years. This extended warranty applies only to qualifying LED digit failures. It does not extend the warranty on controllers, power supplies, wiring, enclosures or other components, and does not include on-site labour, engineer visits, transport or access equipment after the first 12 months.
- 18.1.3 **Radio remote controls** — radio remote controls are warranted against defects in materials and workmanship for 24 months on a return-to-workshop basis only. Warranty repairs are carried out at the Company's workshop in Cookstown. The Purchaser must contact the Company for a returns number and return the remote control (and receiver, where requested) to the Company's workshop at its own cost. No on-site warranty support, engineer visits or travel are included.
- 18.1.4 **All other Goods** (including displays, accessories and smaller products) — unless otherwise stated in the Quotation or product documentation, a 24-month return-to-base warranty against defects in materials and workmanship applies.
- 18.2 Warranty periods commence on delivery or Handover of the Goods, unless otherwise agreed in Writing.
- 18.3 Where the Goods are not of the Company's manufacture, the warranty period and its terms shall be limited to the warranty the Company receives from the manufacturer, and the Company shall endeavour to pass to the Purchaser the benefit of any such warranty.
- 18.4 The Company's liability under the warranty shall be limited to repairing any defect in the Goods or, at the Company's option, replacing the defective Goods or refunding the price paid. The Company may assess reported faults and decide the appropriate repair or replacement method.
- 18.5 Save for on-site support during the first 12 months under Condition 18.1.1, or as otherwise agreed in Writing, the Purchaser is responsible for shipping and transport costs, engineer travelling time and expenses, and access equipment charges in connection with warranty repairs. Any such charges will be communicated before chargeable work is undertaken. This Condition does not apply where a Consumer is entitled by law to a repair or replacement free of charge.



- 18.6 The warranty does not cover damage or failure caused by:
- (a) acts of God or exceptional natural events, including lightning, flooding and severe storms;
 - (b) accidental damage, misuse or use of the Goods for purposes inconsistent with their specification;
 - (c) vandalism or deliberate damage;
 - (d) unauthorised alterations or repairs, or incorporation of the Goods into another product without the Company's prior approval in Writing;
 - (e) installation by parties other than the Company or its appointed installers;
 - (f) any drawing, design or specification supplied by the Purchaser;
 - (g) failure to follow the Company's operating, storage or maintenance instructions (whether written or verbal);
 - (h) external electrical faults or power surges not caused by a defect in the Goods; or
 - (i) fair wear and tear, including cosmetic wear which does not result from a defect.
- 18.7 The warranty is conditional upon:
- 18.7.1 notice of the defect being given to the Company in Writing within 7 days of delivery or, where the defect was not apparent on reasonable inspection at delivery, within 7 days of its discovery;
 - 18.7.2 the Purchaser giving the Company a reasonable opportunity to inspect the Goods in the condition and location in which the defect arose; and
 - 18.7.3 the Goods having been properly stored, installed, operated and maintained, not having been subjected to abnormal use or modification, and (at the Company's request and the Purchaser's expense) being returned to the Company for inspection.
- 18.8 The warranty will be void, and the Company shall have no liability under it, where the conditions in Condition 18.7 have not been complied with in full, where the total price for the Goods has not been paid by the due date, or where the Purchaser is in breach of Condition 17.4.
- 18.9 If the Company complies with this Condition 18, it shall have no further liability for breach of the warranty.
- 18.10 **Goods supplied outside Northern Ireland and the Republic of Ireland.** For Goods delivered or installed outside Northern Ireland and the Republic of Ireland, the warranty is a parts-only warranty:
- 18.10.1 the Company's sole obligation is to supply replacement parts for the Goods it supplied, or to repair returned parts at its workshop in Cookstown;
 - 18.10.2 no on-site support, engineer visits or travel are included at any time during the warranty period;
 - 18.10.3 the Purchaser is responsible for, and shall pay, all labour and the costs of removing faulty parts and fitting replacement parts, including the cost of any local electrician, installer or contractor, together with access equipment, shipping in both directions, import duties, customs charges and local taxes; and
 - 18.10.4 the Company shall not reimburse any third-party labour or other costs unless it has agreed them in Writing before the work is carried out.
- Where the Purchaser requests the Company to send an engineer outside Northern Ireland and the Republic of Ireland, the Company may do so at its discretion, and travel, accommodation, engineer time and expenses will be charged at the Company's current rates.
- 18.11 In all cases, the warranty covers only parts supplied by the Company. Save as expressly stated in Condition 18.1.1, the Company is not responsible for the cost of labour, removal, refitting or any other work carried out by the Purchaser or any third party to replace those parts.

19. MAINTENANCE, REPAIRS AND SPARE PARTS

- 19.1 The Company offers maintenance, servicing and repair services. Repairs outside the warranty period or warranty cover will be charged for parts, labour, travel, transport and access equipment.
- 19.2 Where possible, the Company will provide an estimate or quotation before undertaking chargeable repairs, and will tell the Purchaser in advance where an inspection or diagnostic charge applies.
- 19.3 The availability of replacement parts and support may depend on the age and specification of the Goods. The Company does not guarantee indefinite availability of replacement parts or support for discontinued products unless expressly agreed in Writing.

20. LIMITATION OF LIABILITY

- 20.1 Nothing in the Contract shall limit the liability of the Company for death or personal injury resulting from its negligence, for fraud or fraudulent misrepresentation, for breach of the obligations implied by Section 12 of the Sale of Goods Act 1979, or for any liability which cannot be excluded or limited by law.
- 20.2 The Goods are sold on the basis that the Purchaser is a business customer and has satisfied itself as to the suitability of the Goods for its use in accordance with its own knowledge and requirements. The Company expressly disclaims any warranty that use of the Goods will result in any economic advantage, increase in profits or reduction in costs.
- 20.3 Subject to Condition 20.1, the following provisions set out the entire liability of the Company (including any liability for the acts and omissions of its employees, agents and subcontractors) to the Purchaser in respect of any breach of the Contract, any use or resale of the Goods or any product incorporating them, and any representation, statement, act or omission (including negligence) arising under or in connection with the Contract.
- 20.4 Except as expressly set out in the Contract, all conditions, warranties and representations implied by statute, common law or otherwise are excluded to the fullest extent permitted by law.
- 20.5 The Company shall not be liable, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any: loss of revenue; loss of actual or anticipated profits; loss of use of money; loss of anticipated savings; loss of business; loss of operating time or use; loss of opportunity (including lost sponsorship or advertising revenue); loss of goodwill or reputation; loss of, damage to or corruption of data; or any indirect or consequential loss or damage however caused.
- 20.6 Subject to Condition 20.1, the aggregate liability of the Company to the Purchaser in respect of all claims under or in connection with the Contract shall be limited to the price of the Goods and/or Services which gave rise to the liability.

21. EVENTS BEYOND THE COMPANY'S CONTROL

- 21.1 The Company shall not be liable to the Purchaser, or be deemed to be in breach of the Contract, for any delay in performing or failure to perform any of its obligations if the delay or failure was due to any cause beyond its reasonable control.
- 21.2 Without limitation, the following shall be regarded as causes beyond the Company's reasonable control: act of God, explosion, flood, storm, extreme weather, fire or accident; war or threat of war, sabotage, insurrection, civil disturbance or requisition; acts, restrictions, regulations, bye-laws, prohibitions or measures of any governmental or local authority; import or export regulations or embargoes; strikes, lock-outs or other industrial disputes (whether involving the Company's employees or those of a third party); component shortages, supplier disruption or difficulty obtaining raw materials, labour, fuel, parts or machinery; transport interruption; and power failure or breakdown of machinery.
- 21.3 In such circumstances the Company will take reasonable steps to minimise disruption and will notify the Purchaser where practicable, and delivery shall be suspended. The Company shall be entitled to cancel or rescind the Contract without liability for any loss or damage resulting. If the Goods cannot be delivered or collected within three months of the original delivery date, the Purchaser may cancel the Contract without liability to the Company, save that where the Goods have been specially made or obtained for the Purchaser and in the Company's reasonable opinion there is no readily available market for them, the Purchaser may not cancel and shall remain liable to pay the full price.

22. WEEE REGULATIONS

- 22.1 The Purchaser acknowledges that it is aware of the Waste Electrical and Electronic Equipment Regulations ("WEEE Regulations") and the Company's obligations under them. The WEEE Regulations require producers of electrical and electronic equipment ("EEE") to ensure the proper treatment, recovery and environmentally sound disposal of waste electrical and electronic equipment ("WEEE").
- 22.2 In accordance with the relevant provisions of the WEEE Regulations, the Purchaser agrees that any obligations imposed on the Company for the treatment, recovery and environmentally sound disposal of WEEE arising from EEE supplied under the Contract shall transfer to the Purchaser upon purchase. The Purchaser shall, at its own cost, comply with the WEEE Regulations in respect of such WEEE, including any information, recording or reporting obligations.

23. HEALTH AND SAFETY

- 23.1 The Purchaser shall be solely responsible for, and shall indemnify the Company against, any loss, liability or expense arising directly or indirectly from use of the Goods other than in accordance with the uses to which a competent person would put goods of that description and specification, or with the literature supplied by the Company.
- 23.2 It is a condition of every order that any information supplied by the Company about the use for which the Goods are designed and tested, the results of any relevant tests, and the conditions necessary to ensure that the Goods are safe and without risk to health when properly used, is made known by the Purchaser to those persons who will use or maintain the Goods.
- 23.3 The Purchaser shall be solely responsible for providing all facilities required to comply with health and safety legislation in force from time to time at the Site, including safe access and safe systems of work for the Company's personnel while on Site.
- 23.4 Where Goods (including radio remote controls, receivers and control systems) are incorporated into machinery, vehicles or equipment by the Purchaser or a third party, the Purchaser is solely responsible for correct installation and integration, risk assessment, safety functions (including emergency stop), and compliance of the finished machine with all applicable legislation, including CE, UKNI or UKCA marking as applicable to the market in which the finished product is placed. The Purchaser is also responsible for ensuring that the radio frequency and use of the Goods are lawful in the country of use.
- 23.5 Where the Installation Services involve construction work, the Purchaser acknowledges that it is the client for the purposes of the Construction (Design and Management) Regulations (Northern Ireland) 2016 and shall comply with the client duties under those Regulations, including providing all pre-construction information in its possession about the Site (such as underground services, ground conditions and overhead hazards) before work starts.

24. PURCHASER RESPONSIBILITIES

- 24.1 The Purchaser must provide accurate information about its requirements, specifications, delivery details and installation location, and must complete any Site preparation allocated to it in accordance with the Company's specifications.
- 24.2 The Purchaser must not operate the Goods in a manner inconsistent with their intended purpose or the instructions supplied, must notify the Company promptly of any fault or concern, and must not undertake repairs that may create a safety risk.
- 24.3 The Purchaser is solely responsible for all content, advertising and sponsor material it shows or arranges to be shown on the Goods, and warrants that such content is lawful and does not infringe the rights of any third party. The Purchaser shall indemnify the Company against any claim arising from such content.

25. CONFIDENTIALITY

- 25.1 The Purchaser undertakes that during the term of the Contract and thereafter it will keep confidential, will not use for its own purposes, and will not without the Company's written consent disclose to any third party, any information of a confidential nature regarding the Company and the Goods (including technical or commercial know-how, specifications, inventions, processes, software, pricing, trade secrets and information of commercial value), unless such information is public knowledge.
- 25.2 The Purchaser shall only disclose such confidential information to those of its employees, members, agents and subcontractors who need to know it for the purpose of performing the Contract, and shall ensure that they comply with this Condition as though they were a party to the Contract. The Purchaser may also disclose confidential information as required by law, any governmental or regulatory authority or a court of competent jurisdiction. This Condition 25 shall survive completion or termination of the Contract.

26. DATA PROTECTION

- 26.1 The Company collects and processes personal information in connection with enquiries, Quotations, orders, payments, delivery, installation and customer support. The Company will handle personal information in accordance with the UK GDPR, the Data Protection Act 2018 and its Privacy Policy, which is available on request and on the Company's website.

27. CANCELLATION AND AMENDMENT OF ORDERS

- 27.1 The Purchaser must notify the Company in Writing as soon as possible if it wishes to cancel an order. Subject to Condition 27.2, the Company shall only accept cancellation on condition that the Purchaser pays the costs and expenses arising from the cancellation, which shall be reasonably determined by the Company by reference to the work done, materials ordered and commitments made up to the cancellation date.
- 27.2 Special Orders (including all complete scoreboards) cannot be cancelled by the Purchaser once the Deposit has been paid or design approval given, save with the Company's agreement in Writing. If the Purchaser cancels or purports to cancel a Special Order, the Company may retain from the Deposit an amount equal to the costs and losses it has reasonably incurred as a result, including design work carried out, materials and components ordered (which cannot be cancelled or reused), labour expended and loss of profit on the Contract, and shall refund any balance of the Deposit. Where those costs and losses exceed the Deposit, the Purchaser shall pay the excess, without double recovery. Where the Purchaser is a Consumer, this Condition is subject to Condition 3.8.
- 27.3 The Purchaser shall indemnify the Company against any loss, liability or expense arising directly or indirectly from any act, omission or default of the Purchaser in connection with this Condition 27.
- 27.4 Any amendment to an order must be authorised by the Company in Writing, and a minimum notice period of 7 days must be given.

28. ASSIGNMENT AND SUBCONTRACTING

- 28.1 The Contract and any rights of the Purchaser under it may not be assigned in whole or in part without the prior consent of the Company in Writing.
- 28.2 The Company may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract, and may subcontract the performance of the Contract or any part of it.

29. TERMINATION

- 29.1 If:
- 29.1.1 the Purchaser commits any breach of these Conditions (including the time for payment) or of any other contract with the Company, save where the breach is capable of remedy and the Purchaser has remedied it within 7 days of receiving notice in Writing from the Company requiring it to be remedied;
 - 29.1.2 the Purchaser commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors (other than for the sole purpose of a solvent amalgamation or reconstruction);
 - 29.1.3 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Purchaser (other than for the sole purpose of a solvent amalgamation or reconstruction);
 - 29.1.4 the Purchaser (being an individual) is the subject of a bankruptcy petition or order;
 - 29.1.5 a creditor or encumbrancer of the Purchaser attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and is not discharged within 14 days;
 - 29.1.6 an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given, or an administrator is appointed over the Purchaser;
 - 29.1.7 the holder of a qualifying charge over the assets of the Purchaser has become entitled to appoint, or has appointed, an administrative receiver, or a receiver is appointed over any of the Purchaser's assets;
 - 29.1.8 any event occurs, or proceeding is taken, with respect to the Purchaser in any jurisdiction that has an effect equivalent or similar to any of the events in Conditions 29.1.2 to 29.1.7;
 - 29.1.9 the Purchaser suspends, threatens to suspend, ceases or threatens to cease to carry on all or substantially all of its business or activities; or
 - 29.1.10 the Purchaser's financial position deteriorates to such an extent that in the Company's opinion its capability to fulfil its obligations under the Contract has been placed in jeopardy,
- then, without prejudice to any other right or remedy available to the Company, (i) the Company shall be entitled by written notice to cancel the Contract without liability to the Purchaser, to stop any Goods in transit and to suspend any further deliveries or Services, and (ii) the price of any Goods delivered or Services performed but not paid for shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

30. COMPLAINTS AND DISPUTES

- 30.1 The Company aims to resolve any concerns promptly and fairly. Complaints about Goods, delivery, installation, payments or after-sales support should be sent in Writing to the Company at the address in Condition 1.1 or to martin.dorman@fslelectronics.com.
- 30.2 Where a dispute cannot be resolved between the parties' representatives, it shall be referred to a director of the Company and a senior representative of the Purchaser. If it remains unresolved, the parties may agree to mediation. Nothing in this Condition prevents either party from seeking urgent court relief or exercising its legal rights.

31. GENERAL

- 31.1 **Notices.** All notices under the Contract shall be in Writing and may be delivered by hand, sent by first class prepaid post or recorded delivery, or sent by e-mail, to the address of the other party set out in the Quotation, Order Acknowledgement or as notified for this purpose from time to time. Notices shall be deemed received: if delivered by hand, on the day of delivery; if posted, two business days after posting; if sent by e-mail, at the time of transmission, unless sent outside normal business hours, in which case on the next business day. Notices sent by text message are not validly served.
- 31.2 **Waiver.** No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its further exercise. No single or partial exercise of any right or remedy shall prevent or restrict its further exercise.
- 31.3 **Severance.** If any of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other Conditions and the remainder of the Condition in question shall not be affected, and the parties shall negotiate in good faith a valid replacement provision which achieves as closely as possible the intended commercial result of the original provision.
- 31.4 **Revision.** The Company may revise these Conditions from time to time. The Purchaser will be subject to the Conditions in force at the time it enters into a Contract with the Company. Revisions will not alter Contracts already entered into unless agreed in Writing.
- 31.5 **Entire agreement.** The Contract (comprising the accepted Quotation, the Order Acknowledgement, any approved specification and these Conditions) constitutes the entire agreement between the parties and supersedes any prior arrangement, understanding or representation not expressly set out in it.
- 31.6 **Third parties.** No person other than the parties shall be entitled to enforce any term of the Contract, whether under the Contracts (Rights of Third Parties) Act (Northern Ireland) 2016, the Contracts (Rights of Third Parties) Act 1999 or otherwise, unless expressly so provided.
- 31.7 **Governing law.** The Contract shall be governed by and construed in accordance with the laws of Northern Ireland, and the Purchaser agrees to submit to the exclusive jurisdiction of the courts of Northern Ireland.

SCHEDULE 1 — OEM DESIGN AND SUPPLY TERMS

This Schedule applies where the Company designs, develops or manufactures Goods to the Purchaser's requirements for incorporation into the Purchaser's own products, or supplies Goods to the Purchaser on an ongoing basis ("OEM Work"). It forms part of the Conditions. Where it conflicts with the main Conditions, this Schedule prevails for OEM Work.

S1.1 DESIGN WORK

- S1.1.1 The Purchaser shall provide a written requirements specification. The Company will design the Goods to meet that specification and will supply prototypes or samples for the Purchaser's approval.
- S1.1.2 Design, development, prototyping and testing charges ("Design Charges") will be stated in the Quotation and are payable at the stages stated there. Design Charges are payable whether or not the Purchaser proceeds to production.
- S1.1.3 Approval of a prototype or sample in Writing ("Design Sign-Off") fixes the design for production. Any change requested after Design Sign-Off must be agreed in Writing and may result in additional Design Charges, a price change and revised lead times.
- S1.1.4 The Company is responsible for the Goods meeting the agreed specification only. The Purchaser is responsible for confirming that the specification and approved design are suitable for its product and application.

S1.2 INTELLECTUAL PROPERTY IN OEM WORK

- S1.2.1 Each party keeps ownership of the Intellectual Property it owned before the OEM Work began.
- S1.2.2 Unless an assignment is expressly agreed in Writing and paid for, all Intellectual Property created by the Company in the course of the OEM Work, including circuit designs, schematics, PCB layouts, firmware, source code, test procedures and manufacturing files, belongs to the Company. Payment of Design Charges does not transfer ownership.
- S1.2.3 The Company grants the Purchaser a non-exclusive licence to use, incorporate and sell Goods purchased from the Company as part of the Purchaser's products.
- S1.2.4 The Purchaser shall not have Goods designed by the Company, or anything substantially similar, manufactured by any third party, and shall not use the Company's designs or files for that purpose, without the Company's prior written agreement. Any such agreement may be subject to a design buy-out fee.
- S1.2.5 Source code and design files will not be released to the Purchaser unless expressly agreed in Writing.

S1.3 TOOLING

- S1.3.1 Any tooling, jigs, test fixtures or programming equipment required for the OEM Work will be charged as stated in the Quotation. Unless otherwise agreed in Writing, tooling remains in the Company's possession and is used only for the Purchaser's orders.
- S1.3.2 Where no order has been placed for 24 months, the Company may notify the Purchaser and, if the Purchaser does not arrange collection at its own cost within 60 days, dispose of the tooling.

S1.4 FORECASTS, ORDERS AND COMPONENTS

- S1.4.1 The Purchaser shall provide a rolling 12-month forecast of its requirements, updated at least quarterly. Forecasts are for planning only, save as set out in Condition S1.4.3.
- S1.4.2 Minimum order quantities and batch sizes will be as stated in the Quotation. Firm purchase orders accepted by the Company cannot be cancelled, reduced or rescheduled without the Company's written agreement.
- S1.4.3 The Company may buy components with long lead times or minimum purchase quantities against the Purchaser's forecast or orders. If the Purchaser cancels, reduces or fails to place orders for those components within 6 months of the forecast date, or the Goods are discontinued, the Purchaser shall buy all such components and any finished or part-finished Goods at cost plus a reasonable handling charge.
- S1.4.4 The Company may substitute components of equivalent form, fit and function where original components become unavailable or obsolete. Where a component reaches end of life, the Company will notify the Purchaser where practicable so that a last-time buy or redesign can be agreed. Any redesign will be charged as Design Charges.
- S1.4.5 The Company may adjust prices on giving notice to reflect significant increases in component, material or freight costs.

S1.5 COMPLIANCE, WARRANTY AND LIABILITY

- S1.5.1 The Purchaser is responsible for the compliance, certification, marking, safety and performance of its finished product, as set out in Condition 23.4. Any testing or certification of the Goods by the Company is limited to that expressly stated in the Quotation.
- S1.5.2 OEM Goods are covered by the return-to-workshop warranty in Condition 18.1.3 or 18.1.4. The Company shall not be liable for the costs of field service, product recall, withdrawal, removal or refitting of the Purchaser's products.
- S1.5.3 Subject to Condition 20.1, the Company's total liability in respect of design work shall not exceed the Design Charges paid.

S1.6 GENERAL

- S1.6.1 Unless agreed in Writing, OEM Work is non-exclusive and the Company may supply similar goods and services to others, provided it does not use the Purchaser's confidential information or Intellectual Property.
- S1.6.2 The Company will keep confidential any confidential information supplied by the Purchaser for the OEM Work on the same terms as Condition 25 applies to the Purchaser.



SCHEDULE 2 — SUBSCRIPTION SERVICES TERMS

This Schedule applies to any online, cloud, app or subscription service supplied by the Company, including live scoring services such as ScoreConnect ("Subscription Services"). It forms part of the Conditions. Any hardware supplied with a Subscription Service is supplied under the main Conditions. Where this Schedule conflicts with the main Conditions, this Schedule prevails for Subscription Services.

S2.1 TERM AND RENEWAL

- S2.1.1 The Subscription Service starts on the date the Purchaser is given access and runs for the initial term stated in the order (12 months if none is stated). It then renews automatically for successive periods of the same length unless either party gives at least 30 days' notice in Writing before the end of the current term.

S2.2 FEES

- S2.2.1 Subscription fees are payable in advance, monthly or annually as stated in the order. Fees are non-refundable except where required by law or where the Company terminates the Subscription Service other than for the Purchaser's breach.
- S2.2.2 The Company may change subscription fees with effect from any renewal by giving at least 30 days' notice in Writing.
- S2.2.3 If any fee is unpaid 14 days after its due date, the Company may suspend the Subscription Service until payment is made in full.

S2.3 THE SERVICE

- S2.3.1 The Company will use reasonable endeavours to make the Subscription Service available at all times, but does not guarantee uninterrupted or error-free service unless a service level is expressly agreed in Writing. The Company may carry out planned maintenance and will try to schedule it outside peak fixture times.
- S2.3.2 The Subscription Service depends on internet and mobile connections, devices and third-party hosting outside the Company's control. The Purchaser is responsible for providing a suitable internet or mobile connection at its venue.
- S2.3.3 The Company may update, improve or change features of the Subscription Service from time to time, provided it does not materially reduce the core service during a paid term.
- S2.3.4 Scores, results and other information are entered by users. The Company is not responsible for the accuracy of information entered by the Purchaser or its users, or for any consequence of incorrect information being displayed.

S2.4 ACCOUNTS AND ACCEPTABLE USE

- S2.4.1 The Purchaser is responsible for its user accounts, for keeping log-in details secure and for all use made of its accounts.
- S2.4.2 The Purchaser shall not use the Subscription Service to publish anything unlawful, offensive, defamatory or infringing, or attempt to interfere with or gain unauthorised access to the service. The Company may remove content and suspend access where it reasonably believes this Condition has been breached.

S2.5 DATA

- S2.5.1 The Purchaser owns the data it enters into the Subscription Service, including fixtures, results and club information ("Customer Data"). The Purchaser grants the Company a licence to host, process and display Customer Data as needed to provide the service, including public display of live scores and results, and to use anonymised and aggregated data to operate and improve its services.
- S2.5.2 For personal data within Customer Data, the Purchaser is the controller and the Company is the processor. The Company will process such personal data only on the Purchaser's instructions as set out in these terms, keep it secure, and comply with the UK GDPR and the Data Protection Act 2018.
- S2.5.3 The Purchaser is responsible for having a lawful basis and any necessary consent for personal data it enters, including names or images of players. Where players are under 18, the Purchaser must obtain parent or guardian consent before publishing their personal data.
- S2.5.4 On request made within 30 days after the Subscription Service ends, the Company will provide an export of Customer Data in a standard format. After that period the Company may delete Customer Data, save where it is required by law to retain it.

S2.6 TERMINATION AND LIABILITY

- S2.6.1 The Company may terminate the Subscription Service immediately by notice if the Purchaser materially breaches this Schedule and does not remedy the breach within 14 days of notice, or if any event in Condition 29.1 occurs. On termination, access to the Subscription Service ends.
- S2.6.2 Subject to Condition 20.1, the Company's total liability in respect of the Subscription Services in any 12-month period shall not exceed the subscription fees paid by the Purchaser in that period.



SCHEDULE 3 — WEBSITE USE

This Schedule applies to everyone who uses the Company's websites, including www.fslscoreboards.com and www.fslelectronics.com (the "Website"), whether or not they place an order. By using the Website you agree to this Schedule.

- S3.1 You must use the Website only for lawful purposes. You must not: use it for fraudulent, unlawful or misleading purposes; attempt to gain unauthorised access to the Website, its servers or associated systems; introduce viruses, malware or other harmful material; copy, reproduce, distribute or commercially exploit Website content without the Company's prior written permission, except where permitted by law; or use automated systems to extract substantial amounts of Website content.
- S3.2 You may download or print product specifications, brochures and other information for personal use or legitimate internal business purposes.
- S3.3 All copyright, trade marks, logos, product photographs, designs, drawings, technical information and other content on the Website are owned by or licensed to the Company and must not be reproduced, modified, distributed or used commercially without the Company's prior written consent, except where permitted by law.
- S3.4 The Company makes reasonable efforts to keep Website information accurate and up to date, but Website content is for general information only and does not form part of any Contract unless included in a Quotation or order confirmation. The Company may correct genuine errors in descriptions, availability or pricing.
- S3.5 The Website may contain links to third-party websites. The Company does not control and is not responsible for their content, security or availability, and their use may be subject to separate terms and privacy policies.
- S3.6 The Company does not guarantee that the Website will always be available or free from errors or viruses, and may suspend, restrict or change the Website at any time. You are responsible for protecting your own devices and systems.
- S3.7 The Company processes personal data collected through the Website in accordance with its Privacy Policy, and uses cookies and similar technologies as described in its Cookie Policy. Both are available on the Website.
- S3.8 Nothing in this Schedule excludes liability that cannot lawfully be excluded. This Schedule is governed by the laws of Northern Ireland.

SCHEDULE 4 — CONSUMER ORDERS

This Schedule applies only where the Purchaser is a Consumer (an individual buying for purposes wholly or mainly outside their trade, business, craft or profession). It forms part of the Conditions. Where it conflicts with the main Conditions, this Schedule prevails for Consumers. Nothing in the Conditions affects a Consumer's statutory rights.

S4.1 YOUR RIGHT TO CANCEL

- S4.1.1 If you buy Goods online, by phone or by e-mail without visiting our premises (a distance contract), or away from our premises, you have the right to cancel the Contract within 14 days without giving any reason. The cancellation period ends 14 days after the day on which you (or a person you name, other than the carrier) take physical possession of the Goods, or of the last item where Goods are delivered separately.
- S4.1.2 The right to cancel does not apply to Goods made to your specifications or clearly personalised (such as a bespoke scoreboard built to your chosen size, layout, colours or branding), to sealed goods unsealed after delivery which are not suitable for return for health or hygiene reasons, or to Goods which after delivery have become inseparably mixed with other items (including Goods which have been permanently installed at your request). We will tell you before you order if the right to cancel does not apply.
- S4.1.3 Where you ask us to start Installation Services or other Services within the cancellation period, you must make that request expressly. If you then cancel, you must pay a proportionate amount for the Services provided up to the time you tell us you are cancelling. If the Services have been fully performed at your express request, you lose the right to cancel them.
- S4.1.4 To cancel, you must tell us clearly before the cancellation period ends, by e-mail or post to the contact details in Condition 1.1. You may use the model cancellation form below, but you do not have to.

S4.2 EFFECTS OF CANCELLATION

- S4.2.1 You must send back the Goods, or hand them over to us, without undue delay and in any event within 14 days after the day you tell us you are cancelling. Unless we have agreed to collect them, you must pay the direct cost of returning the Goods. Where Goods cannot normally be returned by post, we will tell you the estimated return cost before you order.
- S4.2.2 We will refund all payments received from you, including the cost of standard delivery (but not any extra cost of a more expensive delivery option you chose), without undue delay and within 14 days after we receive the Goods back or you provide evidence of having returned them, whichever is earlier. We will use the same payment method you used, unless you agree otherwise, and you will not pay any fee for the refund.
- S4.2.3 We may reduce your refund to reflect any loss in value of the Goods resulting from handling beyond what is necessary to establish their nature, characteristics and functioning.

S4.3 FAULTY GOODS AND YOUR STATUTORY RIGHTS

- S4.3.1 We are under a legal duty to supply Goods that are of satisfactory quality, fit for purpose and as described, and to supply Services with reasonable care and skill. If Goods are faulty you may be entitled to: a full refund if you reject them within 30 days of delivery; a repair or replacement; or, if a repair or replacement is not possible or fails, a price reduction or refund. We will meet the costs of remedying faulty Goods that the law requires us to meet, including collection and return of faulty Goods where applicable.
- S4.3.2 Our warranty in Condition 18 is in addition to, and does not reduce, these statutory rights. Your statutory rights may continue after the warranty period ends. For more information, contact Consumerline (www.nidirect.gov.uk/consumerline) or Citizens Advice.

S4.4 DEPOSITS, DELIVERY AND LIABILITY

- S4.4.1 Where you cancel a bespoke order to which the right to cancel does not apply, we may keep from any deposit only a fair amount reflecting the costs and losses we have reasonably incurred, and will refund the balance.
- S4.4.2 Unless another period is agreed, we will deliver the Goods within 30 days of the Contract being made. Risk in the Goods passes to you when you, or a person you name, take physical possession of them.
- S4.4.3 We are responsible for loss or damage you suffer that is a foreseeable result of our breach of the Contract or our negligence. We do not exclude or limit our liability where it would be unlawful to do so. We are not liable for business losses, as the Goods are supplied for domestic and private use.
- S4.4.4 Condition 7.7.3 (late payment interest) and Condition 7.8 (recovery costs) do not apply to Consumers. If you are a Consumer living in Northern Ireland you may bring proceedings in the Northern Ireland courts. If you live elsewhere in the UK or the EU, you may also bring proceedings in your home courts where the law allows.

S4.5 MODEL CANCELLATION FORM

(Complete and return this form only if you wish to cancel the Contract.)

To: FSL Electronics Limited, Unit 9 Kilcronagh Business Park, Cookstown, Co. Tyrone, BT80 9HJ. E-mail: martin.dorman@fslelectronics.com

I/We hereby give notice that I/We* cancel my/our* contract of sale of the following goods*/for the supply of the following service*:*

Ordered on / received on*: _____*

Name of consumer(s): _____

Address of consumer(s): _____

Signature of consumer(s) (only if this form is notified on paper): _____

Date: _____

** Delete as appropriate.*

