

BARCREST GROUP LIMITED TERMS AND CONDITIONS OF SALE AND SUPPLY

For the purposes of these Terms and Conditions the following definitions will apply:

'Supplier' shall mean Barcrest Group Limited and all Trading Divisions thereof.

'Customer' shall mean the entity to which goods and services are supplied by Barcrest Group Limited and any trading division thereof.

1 GENERAL

1.1 Goods or services sold or supplied are sold or supplied in accordance with these Terms and Conditions which, in case of conflict, shall override any terms or conditions imposed by any other party, and which can only be varied in writing signed by a duly authorised representative of the Supplier. Each contract of sale is herein referred to as the "Contract". Any terms and conditions of the Customer shall not apply.

2. ACCEPTANCE

2.1.1 Quotations and estimates submitted by the Supplier are without commitment and an order is not binding unless formally accepted in writing. Quotations submitted shall be open to acceptance for thirty days from the date on which they are made. Any action taken pursuant to the order shall be taken as acceptance of the order and of these Terms and Conditions. The Supplier will however, be entitled to vary payments terms from time to time if previously notified to the Customer in writing.

2.1.2 Descriptions, drawings, specifications, price lists and other particulars given by the Supplier are not binding on the Supplier unless specifically confirmed in writing as being applicable to the goods supplied.

2.1.3 Should any information or data supplied by the Customer to the Supplier for the preparation of a quotation prove to be insufficient or inaccurate, the Supplier reserves the right to amend the quotation and (where applicable) to make any amendment in the quoted price to cover any resulting increase in cost.

3. PRICES

3.1 Unless otherwise agreed in writing, prices quoted for sales and supply of services are ex works and any packing, loading, carriage, freight and insurance charges are payable in addition to the prices quoted unless specifically waived by the Supplier in writing. The Supplier shall be free to increase quoted prices on written notification to the Customer (whether accepted or not) and the Contract price shall be that ruling at the date of delivery of goods or completion of services. All prices are quoted exclusive of value added tax.

3.2 The Customer shall be exclusively responsible for all importation/shipping costs including customs duty.

4 PAYMENT

4.1 Liability for payment arises on delivery. Unless otherwise specified in writing, payment terms are 30 days following the date of invoice. The Supplier reserves the right at any time to charge interest on late payments on a day to day basis (at an annual rate of 4% over the sterling base rate from time to time as issued by the Bank of England) from the due date on late payments as well as after and before any judgement.

4.3 The liability of the Customer for payment shall be in full with no right of offset by the Customer with our prior written consent of the Supplier.

5. PERFORMANCE

5.1 The Supplier shall endeavour (subject to 5.6 below) to meet the delivery or completion requirements requested by the Customer, however there shall be no obligation to deliver goods or supply services by any specified date. Delivery and completion dates quoted or included in the Contract are given in good faith but are estimates only and do not constitute a binding term of the Contract.

5.2 In the event of an overseas delivery, the Customer shall be exclusively responsible for all importation/shipping arrangements and documentation and for obtaining all relevant licences, grants, permits or authorisations relevant to the sale and delivery of and payment for the goods, delivery being subject to obtaining all such relevant licences in accordance with the provisions of clause 12.11.

5.3 In the event of a United Kingdom delivery, delivery shall take place at the agreed destination within the United Kingdom except in the case of the Customer collecting the goods where delivery shall take place when the goods are loaded onto the collection vehicle.

5.4 Where the Contract provides for delivery by instalments, on reasonable justification or as a variation to the Contract, each instalment shall constitute a separate contract and any failure or defect in any one or more instalments delivered shall not entitle the Customer to repudiate the Contract or cancel any subsequent instalments.

5.5 If the goods are not taken up or delivered by the quoted delivery date by reason of any default of the Customer, the Supplier may either treat the Contract as repudiated or alternatively store the goods at the Customer's risk and expense and charge the Customer accordingly for any associated costs.

Force Majeure

- 5.6 The Supplier may suspend or cancel its obligations under the whole or any part of the Contract if by reason of circumstances beyond its control, including but without limitation strike, lockout, labour dispute, damage to or loss or failure of machinery, insufficient supply of electricity, gas, oil or water, fire, government intervention, export restriction, confiscation, mobilisation, war, blockade, Act of God, adverse weather and shortage of carriage or shipping facilities, the Supplier is prevented or hindered from performing those obligations, or performance of those obligations is to a substantial degree rendered difficult. In the event that the Supplier exercises its right of suspension, the Customer may within 7 days cancel any remaining part of the Contract conditionally on paying the Supplier's expenses incurred to date and fair charges. There shall be no liability for any such suspension, and on any such cancellation, whether by the Supplier or by the Customer, the liability of the Supplier (if any) is limited to repayment of any part of the price received less fair charges and any expenses already incurred.
- 5.7 The Supplier does not supply goods or undertake work on approval and goods are non-returnable except with the express prior written agreement of the Supplier.

6. TITLE AND RISK

- 6.1 Title to all goods supplied remains vested in the Supplier until the purchase price and all other monies owing by the Customer in relation to those goods have been paid in full.
- 6.2 In addition and without prejudice to 6.1 above title to goods supplied remains with the Supplier until such time as there are no monies owing by the Customer on any account.
- 6.3 Risk passes to the Customer on delivery. Pending title passing such goods shall be kept separate and insured to their full value by the Customer and in all respects hold the goods as a bailee for the Supplier, who shall be entitled at any time to inspect and / or repossess its goods, with any necessary access therefore being allowed, and where relevant procured, by the Customer.
- 6.4 In the case of goods intended by the Customer (at the time of the order) for resale or use in the normal course of trading, the Customer shall, notwithstanding that title to the goods has remained with the Supplier, have liberty (for so long as the Supplier shall not have repossessed or given notice of intent to repossess the goods and no event conferring a right of termination under 13 below shall have occurred) to sell such goods or permit their use by third parties if such sale or permitted use is undertaken in good faith for full value in the normal course of such trading and in the case of a sale, title shall (notwithstanding the foregoing) pass to the Customer immediately prior to its passing on such sale. In the case of the other goods the Customer shall while the goods remain the property of the Supplier not dispose or permit any disposal of said goods.

- 6.5 Where property in such goods has not passed to the Customer, the Supplier may nevertheless maintain an action against the Customer for the purchase price and all other monies owing by them in relation to the goods notwithstanding Section 49 Sale of Goods Act 1979.
- 6.6 The risk of any loss, deterioration or damage shall nevertheless be borne by the Customer from the moment of appropriation of goods, under the Contract except to such extent (if any) as the Supplier may have the benefit of insurance against such risk.
- 6.7 If the Supplier stores, transports or performs works on any goods or other property (including goods about to be delivered or goods intended for incorporation in or use on Contract goods or services) belonging to the Customer or any third party the Supplier do so at the sole risk of the Customer and (except as provided in these conditions) the Supplier shall have no liability to the Customer or to any other party for loss deterioration or damage to such goods or other property howsoever arising and whether by negligence or otherwise, unless by prior agreement in writing. For the avoidance of doubt, in the event that parts provided by the Customer are fitted to the product either directly by the Customer or by the Supplier on the Customer's behalf, the Supplier shall accept no responsibility or liability whatsoever for the parts and risk in the parts shall lie with the Customer.
- 6.8 In cases where the Supplier shall make a contract of carriage and/or arrange for insurance of goods in transit (even if the carriage charge is absorbed in which case payment made by the Supplier will be deemed made on behalf of the Customer) the Supplier shall be deemed to be acting as an agent of the Customer and sub sections (2) and (3) of Section 32 Sale of Goods Act 1979 shall not apply.

7 CLAIMS

- 7.1 At the time of sale or delivery the Customer will satisfy itself that the goods comply with the Contract and will inspect them for apparent defects and damage. The goods shall conclusively be deemed correct and free from apparent defects and damage except to such extent as may be notified to the Supplier in writing within 3 working days from delivery and except as to matters constituting any breach of a statutorily implied term.
- 7.2 Without prejudice to 6.6 and 7.1 above, the Supplier shall (subject to the Supplier consigning correct goods for delivery) have no liability arising out of non-delivery, shortage in delivery, deterioration or damage in transit but will (only in respect of goods delivered or intended for delivery in or in transit in the United Kingdom) where the appropriate claim is received in writing within the appropriate period specified below (or, in the case of transit of goods by carrier, such shorter period (known or which should reasonably be known to the Customer) as the relevant carrier may lawfully require as condition of its liability) assist any claim the Customer may have against the carrier. The period referred to shall be 14 days from the date the Customer receives notification from the Supplier of despatch in the case of non delivery and 3 working days from the date of delivery to Customer premises in the case of shortage in delivery, deterioration or damage in transit.

8 OUTSIDE WORK

- 8.1 Where the Supplier undertakes work or provides labour (which may be sub-contracted) at the Customer's premises or elsewhere (not in exclusive occupation of the Supplier) the Customer shall indemnify the Supplier against all liability (including without limitation in respect of employee or other third party claims) arising directly or indirectly from defects in or unsuitability of the premises or site or of apparatus or plant (other than that provided by the Supplier) or from negligence or breach of statutory duty by the Customer or that of Customer employees or any other third party (other than employees of the Supplier) and howsoever arising.

9 SPECIFICATIONS & PROPRIETARY RIGHTS

- 9.1 Except where the Supplier specifically otherwise agrees in writing, the selection and choice of goods or services and (except as to compliance with specific technical specifications contained in the current literature) the assessment of the Supplier goods' suitability and fitness for the purpose is the sole responsibility of the Customer. In particular (but without limiting the foregoing) the Supplier gives no undertaking as to the popularity of its goods (and shall have no liability arising out of lack of appeal or utilisation of them) and the assessment of their appeal is the sole responsibility of the Customer.
- 9.2 Any specification, formulations, data, literature and statements as to content, suitability, performance or otherwise, issued and descriptions and samples given, by the Supplier in connection with its goods or services are offered in good faith but are intended to be approximate only and shall be deemed not to constitute representations or warranties.
- 9.3 Goods are supplied on condition that the Customer undertakes at all times to take and comply with (and to draw to third parties' attention and require them to take and comply with) all instructions and recommendations issued with or contained on or relating to the goods or relevant data sheets, and all reasonable and prudent precautions, as to use and function and performance monitoring; and that the Customer shall procure that all recommended weekly or periodical checks of goods and their function and performance are carried out at no greater intervals than those recommended, that meter readings and any other data are correlated with takings at each sub check and that goods are forthwith removed from service upon any deficiency being detected; but this condition shall not imply any representation or warranty on the part of the Supplier in excess of those contained or referred to in these Terms and Conditions.
- 9.4 Pursuant to the Supplier's policy of continuous improvements, it reserves the right without notice and without affecting the validity of the Contract, to make such changes in materials, dimensions and designs as it thinks reasonable or desirable in all circumstances having regard to the Customer's wishes to the extent the Supplier is aware of them.

- 9.5 The trade marks, copyright, patents and all other intellectual property rights of the Supplier in its software, designs, data sheets, packaging and literature shall remain the property of the Supplier (or authorised licensor) and no licence thereunder (except as to the use for which our goods or services are supplied), and in particular no licence for the modification or conversion of Supplier goods, shall be implied.
- 9.6 Sections 13 to 15 (inclusive) Sale of Goods Act 1979 shall apply but subject to the foregoing (and to 11.2 below) and subject to any stipulations specifically made by the Supplier prior to the Contract.
- 9.7 The Customer shall not at any time alter or deface the Supplier's name or any of its trade marks, brands or logos or juxtapose with them any other mark likely to cause confusion or use them on or in connection with any goods other than the Supplier's goods in the form supplied by them.

10 INSTALLATION, MAINTENANCE AND TESTING

- 10.1 Where the Supplier undertakes to install, maintain, repair or test any goods the Customer shall bear the cost (which shall include any travel and subsistence costs of its employees and agents) and provide (at the Customer's own expense) all relevant information and such facilities as maybe required.
- 10.2 The Customer shall be responsible for compliance with all statutory requirements and third party rights in connection with the siting, installation, erection and use by the Supplier of the goods, or the provision by the Supplier of services, to the Customer and shall indemnify the Supplier accordingly.

11 WARRANTIES

- 11.1 The Supplier warrants (subject to the limitations set out in 11.2 and 12 below) that if goods of its own manufacture (but excluding constituent parts of its suppliers or subcontractors) or services provided by the Supplier prove within the 6 month period referred to in 11.1.3 below under normal conditions not to be free from defects in workmanship and if the conditions set out below are each satisfied, the Supplier shall use reasonable endeavours either (at its election) to repair or to replace free of charge any goods (or the relevant constituent parts not being expendable items or parts procured from suppliers or subcontractors) or re-execute free of charge any such services which in any such case the Supplier shall find upon examination (for which the Customer will provide full facilities) to have been so defective or (at its election) in any such case refund or credit the Contract price paid by the Customer (in which case the Supplier shall be entitled to recover the Contract goods). The said conditions (each of which must be fulfilled before any warranty claim shall arise) are:-

11.1.1 that the claim is not attributable to fair wear and tear or any fault or damage arising from impact, modification, inappropriate use or treatment, incorrect handling, taxing beyond normal performance or exposure to corrosive substances or substances otherwise injurious to the goods or their constituent materials;

- 11.1.2 that the claim is made by the original Customer for its own benefit (or in the event of the Customer being a distributor, the distributor's original customer for its own benefit;
- 11.1.3 that the claim is notified (in detail) in writing to the Supplier within 30 days of the date of discovery thereof and in any event within 6 months of delivery or (in the case of services) within 6 months of practical completion.
- 11.1.4 that the goods have not (except by competent personnel acting within the confines of training and diagnostics provided by the Supplier in relation to those goods) been modified, altered or repaired by any person other than the Supplier or its appointed service agents and that the Customer has complied with the Supplier recommendations for use and monitoring in respect of its goods or services.
- 11.2 Except where the Supplier specifically otherwise agrees in writing, it offers no (and shall have no liability under any) warranty or condition (express or implied) in respect of goods, materials or services of its suppliers or subcontractors but will if requested by the Customer (and if the Supplier considers it appropriate and practical to do so) assist the Customer to obtain the benefit of such warranties as are available from them in favour of first users of goods or services.
- 11.3 If The Supplier despatches parts in response to alleged warranty claims before its examination of the items claimed to be defective the Customer will pay the invoice in respect thereof (including carriage) subject to the Supplier allowing credit for the parts price (but not any carriage charge) if the allegedly defective part is returned to the Supplier within 28 days and found by the Supplier to fall within the warranty given under 11.1 above.

12 LIMITATION OF LIABILITIES AND INDEMNITY

- 12.1 The Supplier maintains public and product liability insurance to limits which it considers adequate and details of cover and copies of the policy or policies are available for inspection at any time.
- 12.2 Nothing in these conditions shall apply to exclude or restrict any liability which under subsection 2(1), 3(2) or 6(1) of the Unfair Contract Terms Act 1977 cannot in the relevant circumstances be excluded or restricted
- 12.3 Subject to 12.2 above where loss or damage arises from breach of contract, negligence, misrepresentation or otherwise neither the Supplier nor its employees or agents (on whose behalf are contracted for the purposes of this condition 12) shall be under any liability to the Customer or its third parties:
- 12.3.1 for any loss of float money, revenue or profit or consequential loss or damage however arising (so that, without prejudice to the generality of the foregoing and notwithstanding the potential of goods for high overall profitability) the Supplier gives no undertaking as to its goods' consistent performance in revenue return, either at any time, given level or at all; or

- 12.3.2 to any extent greater or other than the cover available to the Supplier under the policy or policies referred to in 12.1 above (after such cover has been applied in meeting any such liability as is mentioned in 12.2 above as may be covered thereby).
- 12.4 The Supplier's goods depend on complex software systems for their performance. Only software development personnel who the Supplier believes to have reasonable skill are employed and all systems designs are subject to reasonable testing (including site testing in the case of major innovations). However, it is not feasible for the Supplier to test all permutations in which its software may operate; its testing procedures must be judged in the context of a product range which is constantly changing and of individual products having a limited design life during which their potential overall profitability is high, and the risk of software failure is increased by the objective of its goods in challenging the user to defeat them. Accordingly the Supplier affords prospective Customers the opportunity on request of testing the functions of the goods at its premises before ordering. But the Supplier shall be under no liability to the Customer or to third parties for loss or damage arising from defects in or failure of software incorporated into its goods or from software-related defects in or failure of the goods themselves.
- 12.5 Without prejudice to 5.1 and 5.2 above the Supplier shall in no circumstances be liable to the Customer or to third parties for any loss or damages arising directly or indirectly from failure to perform or delay in performing any obligation by reason of circumstances beyond its control or from delay in delivery or completion.
- 12.6 The Supplier believe that gaming machines supplied by it comply with all relevant Guidelines issued (at the time of delivery) by the Gaming Board of Great Britain and the 1968 Gaming Act (and all amendments and re-enactments thereof) or the equivalent overseas body in the territory to which its delivery is made. But it shall have no liability to the Customer or any third parties arising from any failure by such goods or any parts supplied with or for them to comply with or satisfy any relevant United Kingdom or overseas legislation.
- 12.7 The Customer shall not contract with any third party for the sale, siting or operation of the Supplier's goods except on terms which include limitations and exclusions equivalent to this and the foregoing provisions of this condition 12.
- 12.8 The Customer shall indemnify the Supplier and its employees and agents against all third party claims relating in any way to goods or services supplied by it (including but without limiting the foregoing, claims for which the Supplier excludes or limits liability under this condition 12) or arising from breach of or negligence in connection with the Contract to the extent that there are no proceeds of its public and product liability insurances available (after meeting any liability to the Customer covered thereby) to meet such claims.

- 12.9 When the Supplier supplies goods or services to the Customer, to its special requirements or for its special purpose (whether or not incorporated in whole or in part of the Supplier's own specifications), the Customer shall provide all necessary specifications in reasonable time to enable the Supplier to complete delivery and the Supplier shall have no liability for any defect or industrial property infringement derived wholly or partly from any specifications given by the Customer or on its behalf and the Customer shall indemnify the Supplier against all claims arising from the supplier complying with Customer requirements or purpose.
- 12.10 The Supplier's pricing structure is based upon these limitations of liabilities and indemnities and the Customer is advised to consider obtaining insurance cover for any claims for which the Supplier are (pursuant to this condition or otherwise) not liable and for any indemnity liability which may arise under this condition.
- 12.11 The Customer warrants that it is in possession of all relevant grants, authorisations, licences, permits, consents, certificates and approvals, necessary for its normal course of business, a valid copy of which shall be supplied by the Customer to the Supplier upon request, and that no suspension or cancellation is pending or threatened. The Customer further warrants that there is no conflict, default or violation of any laws or Governmental Order applicable, or any grant, authorisation, licence, permit, consent, certificate or approval by which it is bound and duly indemnifies the Supplier in this regard.
- 12.12 In the event the Customer is a distributor, the Customer warrants that it will use its best endeavours to ensure that its customers are in possession of all relevant grants, authorisations, licences, permits, consents, certificates and approvals necessary for its normal course of business, a valid copy of which shall be obtained and supplied by the Customer to the Supplier upon request, and that no suspension or cancellation is pending or threatened, and duly indemnifies the Supplier in this regard.
- 12.13 The Customer acknowledges that the Supplier operates under privileged licences in a highly regulated industry and in the event that the Supplier is required to withdraw approval of this Agreement by reason of law, regulatory requirement or by reason of the Compliance Program of the Supplier, or in the event that the supplier discovers facts that would jeopardise the gaming licences or status of the Supplier or any of its subsidiaries or affiliates with any government authority or similar regulatory law enforcement authority, then the Supplier may terminate this Agreement immediately and without penalty and neither party shall have any additional rights thereafter.

13 SUSPENSION AND TERMINATION

13.1 If:

13.1.1 the Customer exceeds any credit limit; or

13.1.2 is in breach of the Contract or any other contract with the Supplier; or

13.1.3 any event conferring a right of termination under 13.2 below shall have occurred; then in any such case the Supplier shall be entitled (without prejudice to its other rights hereunder) to suspend its further performance of the Contract for such reasonable time as it shall deem fit and for this purpose to stop any goods in transit to the Customer in the course of installation.

13.2 The Supplier may by notice, terminate the supply and/or service obligation if the Customer is in breach of the Contract or any other contracts with the Supplier (such breach, if remediable, not having been remedied within 7 days of notice from the Supplier) or any judgement against the Customer is unsatisfied for 14 days or (being an individual) the Customer dies or commits any act of bankruptcy or (being a corporation) the Customer enters liquidation or receivership or administration or administrative receivership or any event analagous to any of the foregoing shall happen in any other jurisdiction and any such termination shall be without prejudice to the Customer's obligations and Supplier rights under the Contract save that (in respect of amounts paid by the Customer) the Customer shall be entitled to credit (subject to the Supplier's right of set off against any liabilities (due to the Supplier or to any member of any group to which the Supplier belongs) on any account) amounting to the lesser of the price paid by the Customer under the Contract for, and the proceeds (less costs) of the Supplier's subsequent disposal of, any goods which it has not delivered or which it repossess.

13.3 In the event of any breach by the Customer of the compliance warranties and indemnities provided in clauses 12.11, 12.12 and 12.13 herein, the Supplier shall be entitled to terminate the Contract forthwith on written notice to the Customer, and in which event the Customer shall pay to the Supplier all monies due under the Contract at the date of termination and any associated costs, notwithstanding the rights of the Supplier to further remedy.

14 ASSIGNMENT

14.1 The Contract may not be assigned or any rights thereunder without the prior written consent of the Supplier.

14.2 The Supplier shall be entitled to assign the Contract or any rights thereunder to group companies of the Supplier.

15 INTERPRETATION

15.1 These conditions shall be interpreted without reference to their headings.

15.2 The Contract shall be governed by English law, and the Customer shall submit to the non-exclusive jurisdiction of the English courts.

15.3 No third party shall have the right to enforce the terms of this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999 save as expressly provided herein.

- 15.4 Any provision of these conditions held in a court of law to be invalid shall be severable and shall to the extent necessary to prevent such invalidity be deemed to be omitted from these conditions and any liability which would otherwise have been excluded or limited shall nevertheless be subject to the remaining provisions of these conditions.
- 15.5 The provisions of these conditions shall remain in full force and effect notwithstanding that the parties' obligations under the Contract may have been performed or discharged.
- 15.6 The waiver of rights arising from any breach of any of these conditions or the non-enforcement of any of these conditions shall not prevent the subsequent enforcement of that condition or the exercise of any right arising from that breach and shall not be deemed a waiver in connection with any subsequent breach.

16 BARCREST / MICROSOFT END USER LICENSE AGREEMENT

The Customer acknowledges and agrees that where it is supplied with goods making use of a Microsoft Operating System the Customer shall be bound by and act in accordance with the Barcrest/Microsoft End User License Agreement ("EULA") the terms of which can be viewed at <http://www.barcrestgroup.com/buyer/eula.pdf>.