



ACCOUNTS PAYABLE

POWER CITY LIMITED UNIT 12, PINEWOOD CLOSE, BOYHALL RD BRAY WICKLOW IRELAND

Customer VAT No. : IE4808938E SEUK WEEE Reg. No. : 978WB

SHIP TO ADDRESS

POWER CITY LIMITED UNIT 12, PINEWOOD CLOSE, BOYHALL RD BRAY WICKLOW IRELAND

CREDIT 5033279974		CREDIT DATE 28.10	0.2019					
Customer Reference	Customer account	Our Reference	Invoice Date		Invoice Number			
AUG SOA BG	6207630	0124099265						
	CR(Sales deduction) 20							
Material	Sold as	Invoiced	Unit	VAT	VAT	Unit		
Description		Qty	Price	%	Rate	Value		
UE32N5300AKXXU		38 PC	15	0,00	0,00-	570,00-		

LED TV, UE32N5300AK, 32, UNITED KINGDOM, UAV



Currency : EUR	@	0,86377	/ GBP	Total Value	570,00-
				Total VAT	0,00-
				Final Total	570,00-

All transactions shall be subject to Samsung Electronics (UK) Limited ("Samsung") current terms and conditions, copies available by request. Your attention is drawn in particular to the paragraphs concerning title exclusion of terms and restrictions of liability. NOTE : UNTIL ALL GOODS ARE FULLY PAID FOR, THE TITLE OF THE GOODS CONTINUE TO REMAIN VESTED IN SAMSUNG.

Any Variation to these terms and conditions must be agreed in writing and signed by both parties. Any other terms proposed by the buyer shall be considered invalid.

SAMSUNG ELECTRONICS (UK) LIMITED GENERAL CONDITIONS OF SALE (October 2014 Revision)

These General Conditions of Sale (together the "Conditions" and each a "Condition") alone shall govern and be incorporated in every contract for the sale of goods entered into by or on behalf of Samsung Electronics (UK) Limited (the "Company") with any customer whose order for goods is accepted by the Company (the "Customer"). 1. RULING CONDITIONS

1. RULING CONDITIONS (a) Any contract for the sale by the Company of any goods made between the Company and the Customer (each a "Contract") is subject to these Conditions. By placing an order for Goods the Customer agrees to deal with the Company on these Conditions which the exclusion of any other terms, conditions, warranties or representations (unless given fraudulently) including, without limitation, terms or conditions which the Customer purports to apply under any purchase order, invoice or other document or which might be implied by trade or a course of dealing unless these Conditions are excluded or varied by express written agreement between the Company and the Customer. In these Conditions, the term "Goods" means any goods (or part thereof) agreed in the Contract to be supplied by the Company to the Customer. In these Conditions, the term "Goods" means any goods (or part thereof) agreed in the Contract to be supplied by the Company to the Customer. In these Conditions, the term "Goods" means any goods (or part thereof) agreed in the Contract to be supplied by the Company to the Customer. In these Conditions, the term "Goods" means any goods (or part thereof) agreed in the Contract to be supplied by the Company to the customer. In these Conditions, the term "Goods" means any goods (or part thereof) agreed in the Contract to be supplied by the Company to the customer. In these Conditions, the term "Goods" means any goods (or part thereof) agreed in the Contract to be supplied by the Company to the customer.

2. FUTURE CONTRACTS

and understood mess cloanators and has algebed to their incorporation into the sale contract in respect of the scotusion of an other exclusion of these Conditions to a Contract shall constitute notice to the Customer of the in applicability to all future orders which are accepted by the Company.
(b) Each Contract contains all therms agreed by the Customer and the Company in relation to its subject matter and supersedes all prior agreements, understandings and arrangements, whether oral, in writing or anising from a course of dealing. **3. CUDTES AND REPRESENTATIONS**(a) Ucutos issued by the Company are not offers capable of acceptance by the Customer as to make a binding contract.
(b) Each Contract contains all hall not come into existence with the Carle is acceptance at the Company (an "Order") shall be deemed to be an offer by the Customer or acceptation by the Customer and exploring activation of (la existence) with the Gorder is a scupted by the Company are not autionated to provide advice, recommendations or ordenview matching contract shall not come into existence with the Gorder is acceptance at the Customer's own risk. The Company shall not be liable for any such representation concerning the Goods, and the Customer's own risk. The Company shall not be liable for any such representation contained in the Company in the Customer and a supplice to the Sale of Goods and Supply of Services Act 1990, or a sequent by the Customer and the Customer's own risk. The Company shall not be liable for any such representation contained in the Customer and the Sale of Goods and Supply of Services Act 1990, or a sequent for the Sale of Goods and Supply of Services Act 1990.
(c) The customer represents to the C

Itallure to tomow the Company's treasonance instructions (writering values or in many, or approval). (ii) if the total price for the affected Goods has not been paid by the due date for payment; (iii) for parts, supplies or equipment not manufactured or supplied by the Company, or (iv) in respect of any alteration (made by the Company) to the Goods which prevents the Customer from using such altered Goods for a purposes) on in the specification for the Goods not for which the Goods were designed. (c) The Company shall at its discretion provide end users purchasing Goods with a customer warranty or manufacturer's guarantee, in the terms determined from time to time by the Company. (d) The Company reserves the right, without liability, to alter the Goods' specifications (technical or otherwise) at any time before a Contract is entered into without prior noise to the Coustomer. (e) All Goods not manufacturer by the Company are sold on an "as is" basis. Any such Goods are warranted only as warranted by their manufacturer.

CE AND PAYMENT

PHILE AND PATIENT Subject to Condition 5(b) the price for the Goods shall be the Company's quoted price (where such quote has been accepted by the Customer d that offer has been accepted by the Company) or, where no price has been quoted, the price set out in the Company's published price list renat at the date of his acceptance of the Order. Unless otherwise indicated, prices are quoted exclusives of the cost of delivery, packaging and surrance, any other applicable taxes (including without limitation Value Added Tax), duites, charges, levies, assessments and other fees of any kit posed by government or other authority in respect of the purchase of the Goods, which shall be added to the price at the rates applicable on the

Interested by government or other authority in respect of the purchase of the Goods, which shall be added to the price at the rates applicable on the date of the more are subject to alteration without prior notice and the Company reserves the right to invoice at the prices ruling at the date of to paysitch of the Cooks forwithmenting any price providusly guarded to take account of any increase in the cost to the Company which is due to any factor beyond the Company's control (including without limitation any foreign exchange fluctuations, currency regulations, alteration without government or other authority on the cost providusly guarded to take account significant increases in the cost of labour materials or other costs of manufacture), any change in delaying dates, quantities or specifications for the Goods which is requested by the Customer or any delay caused by the instructions of the Customer or failure of the Customer to give the Company adequate information or instructions. (c) All prices guarted to the Customer are based on the full quantities specified by the Customer or failure of the Customer to give the Company adequate is to form quantities being reduced for whatever cause. (d) Subject to Condition 5(g) the Company shall be entitled to invoice the Customer for the price of the Goods are delivered at any time of paymers shall be of the sensence of the Customer and lang each invice in the currency specified by the Company to its nominated bank account without set of or deduction by no later than the end of the month following the month in which the Goods are delivered or deemed to be delivered. Time of paymers shall be of the sensence of the Cortrad. (e) If the Customer does not pay an invoice in full and cleared funds to the Company by the due date, then (without priguides to any of the Company's other rights and remeines in negacies of such breach in law or under these conditions all other sums owing or incurred by the Customer to the Company but not alterady due for payment shall

recover the price of the Goods from the Customer by action, even though property in the Goods has not yet passed to the Customer in condance with the provisions of Condition 9 below; (ancel the Contract or suspend any further deliveries to the Customer;) charge the Customer interest (both before and after any judgment) on the amount unpaid at the rate of 4% above Barclays Bank Pic's base rate mitime to time from the due date until the date payment in full is received by the Company. If the Customer does not specify the invoice(s) against which a payment should be appropriated, the Company shall have the right to appropriate happrent against any invoice or det as it sees fit. The Company will normally appropriate payment against the oldest invoices first but shall not to be Company even at any event and the set of the Company will normally appropriate payment against the oldest invoices first but shall not to be Company even at any event and the set of the Company will normally appropriate payment against the oldest invoices first but shall not to be Company even at any event and the set of the Company will normally appropriate payment against the oldest invoices first but shall not to be Company even at any event and the set of the Company will normally appropriate payment against the oldest invoices first but shall not to be Company even at any event and the set of the Company will normally appropriate payment against the oldest invoices first but shall not to be Company even at any event and the set of the Company will normally appropriate payment against the oldest invoices first but shall not the Company even at any event and the set of the Company will normally appropriate payment against the oldest invoices first but shall not the Company even at any event and the set of the Company will normally appropriate payment against the oldest invoices first but shall not the Company even at any event and the set of the Company will normally appropriate payment against the set of the Company will n

such payment against any invoice or debt as it sees fit. The Company will normally appropriate payment against the cidest invoices first but as be obliged to do so. (g) The Company may, at any time and at its sole discretion, impose a credit limit on the Customer's account. If the Company reasonably belie that the Customer's financial condition does not justify the existing payment terms (including, without limitation, where the Customer execudes a credit limit), the Company may cancel any of the Customer's uncluding, without limitation, where the Customer execudes a credit limit), the Company may cancel any of the Customer's uncluding. Without limitation, where the Customer execudes a credit limit), the Company may cancel any of the Customer's uncluding. Contracts uncluding the subject of the unfulfilled Contract. In **DELIVERY**

torthwith pay for any Goods already delivered to it and/ or pay in advance for the Goods which are the subject of the unfulfilled Contract. **6. DELVERY** (a) The Company will use its reasonable endeavours to deliver the Goods in accordance with any delivery dates specified by the Company from time to time. The Company cannot, however, guarantee delivery dates and they are subject to alteration without prior notice. The Goods may be delivered by the Company in advance of the quoted delivery dates and they are subject to alteration without prior notice. The Goods may be delivered by the Company in advance of the quoted delivery dates and they are subject to alteration without prior notice. The Goods may be delivered by the Company in advance of the quoted delivery dates and they are subject to alteration without prior notice. The Goods may be delivered by the Company is fail not be of the essence and any delay in delivery shall not entitle the Customer to refuse to take delivery of or reject the Goods on save as provided in Condition 7, terminate the Contract. (c) The Company shall not have any liability to the Customer for loss or damage of any kind whatscever whether direct or indirect or consequential tike loss howscever caused) arising directly or indirectly by any delay in delivery. (c) Uhless otherwise agreed in writing delivery shall take place when the Goods are delivered to the Customer at the address specified in Order, or if none, at the Customer's tak nown delivery address. (c) If or any research the Customer finals to accept delivery of any of the Goods when they are ready for delivery, or if the Company is unable to deliver the Goods on time because the Customer induing without timitation for loss or damage caused by the Company's unable to deliver the Goods shall be deemed to have been delivered; and (i) the Company may store the Goods until delivery and the Customer shall be liable for all related costs and expenses (including, without timitation, storage and insurance).

tomer shall provide all necessary labour and equipment to enable the Goods to be safely unloaded at the delivery address. 7. FORCE

MAJEURE (a) The Company shall not be in breach of the Contract, nor liable for any failure or delay in performance of any obligations under the Contract, arising directly or indirectly from or attributable to an Event of Force Majeure. If delivery of an Order is delayed for a period in excess of 45 days due to an Event of Force Majeure, the unaffected party shall be entited to terminate the affected Order upons 6 days written notice. (b) For the purposes of this Condition 7, an Event of Force Majeurer means an event beyond the control of the Company (or any person acting on its behaft) including without limitation, strike, lockour, ind, civil commotion or civil urrest, fire, accident, explosion, tempest, acts of God, earthquake, volcano, floots, rids, fires, subctage, interference by civil or military authorities, acts of war (declared or undeclared), armed hostilities, other national or international calamity, now or more acts of terrorism, failure of energy sources, stoppage of transport, short supply of Goods or raw materials or any other contingency whatsoever preventing the manufacture or delivery of the Goods. 8. RBK

8. RISK Risk in the Goods shall pass to the Customer upon delivery or (as provided for in Condition 6) deemed delivery. From the time of delivery or deemed delivery until the time property in the Goods passes to the Customer in accordance with the provisions of Condition 9 below, the Customer shall keep the Goods comprehensively instrand against loss or damage by accident, tire, their and other risk sually covered by instrance in the type of business for which the Goods are for the time being used in an amount at least equal to the balance of the price for the same from time to time remaining outstanding. The policy shall bear an endownsement recording the Company is interest. The Customer shall hold the proceeds of any claim upon such insurance in respect of the Goods on trust for the Company and shall account to the Company for the same. upon suc 9. TITLE

(a) Notivitistance in respect or the possible of the company and shall account to the Company for the same.
9. TTLE
(a) Notivitistancing delivery and the passing of risk, property in the Goods shall remain with the Company unless and until: (i) the Company has received payment in full for the Goods (including without limitation symmet of any interest due); and (ii) the Company has received payment in full for the Goods (including without limitation symmet of any interest due); and (ii) the Company has received payment in full for the Goods in subting without limitation symmet of any interest due); and (ii) the Customer shells the Goods in the formation of the symmetric any interest due); and (ii) the customer shells the Goods and till shall not pass to the Customer.
(b) Unit property in the Goods passes to the Customer, the Customer shall store the Goods in such a way as to enable them to be identified as the property of the Company and shall hold them as bailes for the Company (without affecting the right of the Customer to sells the Goods as referred to in Condition 9(a).
(c) Unit property in the Goods passes to the Customer condition 9(a), the Company reserves the right to fecone to company semployees and agents to enter upon all or any of its vehicles or premises in which the Goods are stored with or without vehicles during normal business hours. This right shall continue to subsist notwitistanding the termination of the contract for any reason and is without prejudice to any accrued rights of the Company thereunder or otherwise.

(d) In the event that the Goods become attached to any item belonging to the Customer (the "Customer's Product"), and the Goods remain in the opinion of othe Company's employees and/or agents readily detachable from the Customer's Product without causing damage to the Customer's Product, then until properly in the Goods passes to the Customer under Customer Linedy Customer hereby grants an introvcable pict to the Company to the Customer's Product, then until properly in the Goods from the Customer Customer under Customer Linedy Customer hereby grants an introvcable pict to the Company employees and agents to separate and remove the Goods from the Customer and the Customer under Customer hereby grants an introvcable pict to the Company to the Customer under Customer Society Customer and Customer an

Product. (e) Any agreement by the Company to supply Goods to the Customers, and the Customer's right to possession of the Goods shall cases alonshult in the (ii) Any agreement by the Company to supply Goods to the Customers, and the Customer's right to possession of the Goods shall cases alonshult in the Glowing events: (i) the Customer has not paid all amounts due to the Company on any account that the around the Customer's right to cossession of the Goods has casesd; or (ii) the Customer suspends, or threatens to suspend, payment of the dotts or is unable to pay ta dotts, and they are due to a dotted and the meaning of eaction 123 of the Insciency. Act 1986; or (fieling a parameter) and the due or admits inability up paints to thorm any of the foregoing apply. (iii) (ii) the Customer teamsenge apply to dotts, and a ray dues at the shall all or any dues at the shall all or any dues at the shall be due, or admits inability up stanks to thorm any of the foregoing apply. (iii) (iii) the Customer teamsenge apply to dotts, and a low or admits and better, or up stanks to thorm any of the foregoing apply. (iii) (iii) the Customer teamsenge apply to dotts, and is any due to accelerable and any of the standard apply of (iii) the Customer teamsenge apply of (ii) the Customer teamsenge apply or (iii) the c

proposal for or enters into any comptomise or arrangement with a creations; or (iv) the unisomer suppends or causes, or treasance is suppend or cause, carrying on all mainting part of the binnets or if reasonable choices in the carrying on all mainting of the suppends or cause, or treasance is suppend or cause, carrying on all er (other than, in the case of a company, for the subp purpose of a solvent reconstruction of the Customer or of a scheme for a solvent analgamation of the Customer with nor or other companies within the Customer (or (iii) a person becomes entitled to appoint or has appointed and administrative receiver or receiver over the or if an administrative receiver or receiver or receiver or within the customer (iii) a person becomes entitled to appoint or has appointed and administrative receiver or receiver or were for an administrative receiver or receiver oreceive

any shall be entitled to a general lien on all goods and property owned by the Customer in the Company's possession (although the Custor for the same in full) in satisfaction of the whole or part as the case may be of the unpaid price of any Goods sold and delivered to the Custor

The provided any Control Cont

12. LIMIT ON LABILITY
 10. Subject to Condition 11(b), the Company's aggregate liability to the Customer in respect of all causes of action or continuing causes of action
howsover arising in respect of a Contract (whether for breach of contract, strict liability, not (including, without limitation, negligence),
misingressentiation or otherwise) shall not exceed the aggregate piro paid by the Customer for the Codes under that Contract. The Customer argues
that this is a reasonable limitation on the Company's liability due to the nature of the Goods.
 10 Subject to Contract, The Customer argues
 10 Subject to Contract, by the Code shall be for any Calino the extent that it relates to:
 10 you of profile, goodwill, business coportunity or anticipated asvinger, (i) injury to reputation;
 (ii) load of profile, goodwill, business coportunity or anticipated asvinger, (ii) injury to reputation;
 (ii) cost of profile, goodwill, business coportunity or anticipated asvinger, (ii) injury to reputation;
 (ii) cost of profile, goodwill, business coportunity or anticipated asvinger, diversity of the bases or damage, regregates in the Simon of actor, whether in construct, tor (including), but too limited to, negligence) or strict liability and
 iii) indiced, consequential or special loads or damage, regregates in the Simon of accos, whether in construct, tor (including).
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14. EVENTS OF DEFAULT 14. EVENTS OF DEFAULT 15. In conclusion with any payment (or part payment) to the Company: or (b) the Customer fails to take delivery of any Goods; or (c) the Customer commits any breach or is otherwise in default of its obligations under the Contract: or (d) the Customer readins inability to pay its detas; (a) the Customer commits any breach or is otherwise in default of its other or is unable to pay its detas to a short (a) the Customer readins inability to pay its detas; or being a company) is deemed unable to pay its detas within the meaning of section 123 of the Insolvency Act 1986; or (being a pathentity) has any pathent to whom any of the Company; or (a) the Customer commits any pathent is detas; and the making of a section 123 of the Insolvency Act 1986; or (being a pathentity) has any pathent to whom any of the Company; and the Customer commits any pathent is detas; or theories and the company; and the customer company; or (b) the Customer committees regulations with a low to bundees or it reactions to a pathent to pay its detas; and the bundees of its detas or its unables of the Section 280 of the Customer committees any pathent to bundees of the sections as to be solvency of the Customer committees the customer committees any pathent to unables of the sections as to be solvency of the Customer (a) in the customer company, for the solvence of the solutions or if reactions due to the submers or interactions with the winding up of the Customer (a) and the customer and (b) and an as to be solvency of the Customer (a) and the customer committee to appoint the section and the solution is passed, or an order is made, for or in connection with the winding up of the Customer (a) and the customer or any order (a) as a solution is passed, or an order is made, for or in connection with the winding up of the Customer (a) and the customer and the customer (a) and the solution of the customer (a) and the solution of the customer (a) and the solution of the customer (a) and the solution

end of all administration is appointed in a administrative receiver over the Galaxies a second of the support o

Informance of its obligations index a Contract; and (d) its entry into and performance under a Contract does not vocate or control, and with or person or entry. INTELECTUAL PROPERTY RIGHTS For the purposes of this clause 16, the following terms shall have the following meanings:"IPR" any patients, copyright, design right, trademark, service mark, logo, database inf, trade search, salant applications, rights in inventions, involutions of their present or future intellectual property right of any type. Search, salar tapplications, rights in inventions, involutions and the Company and the CSC is the salar search applications and the tapped of tapped of the tapped of th

Propositions Rights 1 shall remain the exclusive property of the Company and or SEC. The Customer shall not user to accurate any spin, use a sum in Proposition Rights. **17. CONTRENTIALTY**(b) Other that as a required in the Automoust on comply with its obligations under a Contract, the Customer shall itsel (and ensure that a click) (b) Other that as a required invite shall itself) confidential (and papel) therein to lisears sacrify measures and dagree of care than those which it would apply to lise own confidential or proprietary information) all information neolese of carefy measures and dagree of care than those which it would apply to lise own confidential or proprietary information) all information neolesed accurrent testing on the mean of a entering into or previous of the subject mater and the provisions or the subject matter of a Contract or any document inferred to herein; (ii) the neglicitions relating to a Contract or any document referred to herein; or(iii) the Company or its business and affairs. The obligations in this as effective and observed by the Customer for a period of the (5) spans after the document of the providential of horeins or confidential information, more experiment on the providential of the providential information in the sub-effective and observed by the Customer and any means which one experiment of the specificities which and the specif

ibclause shall continue to be ion of a Contract.(b) The

waves, and strumate (uncaurup regar tees) arrange out or or resulting from any breach, non-compliance, omissions or delay in performance of these Conditions. 19. CANCELLATIONS OF ORDERS FOR BESPORE GOODS The Company cancels any Order for bespoke Goods (being ones which were specifically designed and or customised for the Customer) under ell Conditions (56/00), 5(g) or 14 and or the Customer cancels any such Order them the Customer shall indemnify in full and hold the Company cancel all direct losses, cost (including, without limitation, the cost of all labour and materials used and orgenited science) changes, charges and separating in respect of the Order and the customer is under and cost of the Order and the customer shall indemnify in customer shall be an admission of a which the Company is not reasonably (and without incurring further costs) able to mitigate. 20. NSTALMENTS

20. NSTALMENTS The Company may deliver by instalments and each instalment shall be deemed to be sold under a separate Contract. No failure of or delay in delivery or other delaul by the Company in relation to any instalment shall entitle the Customer to treat the remainder of the Cortizet as required and. 17. ASSIONEENT: ASSIONEENT on the saips, treating, modeling, educate trust of or deal in any other manner (including, whole Institute Institution, "factoring") with any of its rights and obligations under any Cortizet. The Company may assign, transfer, mortgage, charge, subcontract, declare trust of and/or deal in any other manner with any of its rights and obligations under any Cortizet. 21. ASSIGNMENT. The Customer shall not assign, transfer, mortgage, uses and of its affets and obligations under any Contract. The Company may assign, transfer, mortgage, and and and any contract the Contract or by law shall not projudice the exercise of constitute awaiter of that (or my other given contract that) be company of any provision of the Contract (in respect of a breach by the Cit. be considered as a waiver of any subsequent breach. (c) All mitigation-covery activities by the Company of the Company of any provision of the Contract (in respect of a breach by the Cit. (c) All mitigation-covery activities by the Company of the Company of any provision of the Contract (in respect of a breach by the Cit. (c) All mitigation-covery activities by the Company of the any Contract shall be entirely without projudice to any additional right or remedy the Company may have agains the Customer for any failure by the Customer to complete its obligations under that Contract. (c) and any contract the customer for any failure by the Customer to complete its obligation under that Contract. (c) and explore the customer for any failure by the Customer to complete its obligation under that Contract. (c) and explore the customer for any failure by the Customer to complete its obligation under that Contract. (c) and explore the customer for any failure by the Customer to complete its obligation under that Contract. (c) and explore the customer for any failure by the Customer to complete its obligation under that Contract.

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ce to its other rights and remedies (at law or under these Conditions), the Company shall be entitled but not obliged at any time or to the Customer to set-off any liability of the Customer to the Company under any Contract against any liability of the Company to the tither case howsever arising and whether any such liability is present or future, liquidated or unliquidated and irrespective of the cur tion) and may for such purpose convert or exchange any currency.

25. NOTCES (a) A rotate required to textuaring a stry outrrency. (a) Any notice required to be very and the given in writing and shall be deemed to have been duly given by the Company or the Customer if and by find company or the Customer if and by find company or the customer if and by find company or the customer in the other stress of the stress of the customer is and the stress of the customer is and the customer area by customer is a customer is a customer is a customer in the customer area on the customer area. The customer area on the customer area. The customer area o

W FART I FORHTS who is not a party to a Contract has no right under the Contracts [Rights of Third Parties] Act 1999 to enforce these Conditions or any term of the but this does not affect any right or remedy of a third party which exists or is available apart from that Act. PER LAW

and any Contract (including any non-contractual claims or disputes) shall be governed by and construed in accordance with English law and the Customer agree to submit to the non-exclusive jurisdiction of the English Courts.