

Samsung Electronics UK Ltd Samsung House 1000 Hillswood Drive Chertsey Surrey KT16 0PS Tel 01932 455000 VAT NO IE9984 137W

CREDIT

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 5033279976 CREDIT DATE 28.10.2019						
Customer Reference	Customer account	Our Reference	Invoice Date		Invoice Number	
AUG SOA BG	6207630	0124099267				
	CR(Sales deduction) 20					
Material	Sold as	Invoiced	Unit	VAT	VAT	Unit
Description		Qty	Price	%	Rate	Value
QE65Q85RATXXU		2 PC	204	0,00	0,00-	408,00-

QLED TV,QE65Q85RAT,65,UNITED KINGDOM,QWD



Currency : EUR @ 0,86377 / GBP Total Value 408,00-

Total VAT 0,00-**Final Total 408,00-**

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.

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 to the exclusion of any other terms, conditions, warranties or representations (unless given fraudulently) including, without ilimitation, terms or conditions within the Customer purpose 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.

(b) Acceptance of delivery of the Goods from the Company shall be conclusive evidence before any court or arbitrator that the Customer has read and understood these Conditions and has agreed to their incorporation into the sale contract in respect of the Goods to the exclusion of all other conditions of sale.

Conditions of sale or purchase, such Contract however made shall be deemed to be subject to these Conditions. The application of these Conditions to a Contract shall constitute notice to the Customer of their applicability to all future orders which are accepted by the Company.

(b) Each Contract contains all the terms 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 arising from a course of dealing.

3. QUOTES AND REPRESENTATIONS

(a) Quotes issued by the Company are not offers capable of acceptance by the Customer of a quotation for Goods from the Company (an 'Order') shall be deemed to be an offer by the Customer or acceptance by the Customer of a quotation for Goods from the Company and "Order" shall be deemed to be an offer by the Customer to purchase Goods subject to these Conditions. Any Order is scubject to acceptance at the Company selection of the Customer or acceptance and the Customer or acceptance at the Company in writing or (a relating the Company delivers the Goods to the Customer to purchase Goods subject to these Conditions. Any Order is scubject to acceptance at the Company selection of the Customer's order to the Customer's order of the Customer's order order

failure to foliow the Company's reasonation insurance remains a membra or in membra 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 purpose (or

purposes) not in the specification for the Goods not for which the Goods where 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 notice to the Customer.

(e) All Goods not manufactured by the Company are sold on an "as is" basis. Any such Goods are warranted only as warranted by their manufacturer.

KNIGL AND PAYMENT.

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 remet at the date of his acceptance of the Order. Unless otherwise indicated, prices are quoted exclusive of the cost of heldievy, packaging and unurance, any other applicable taxes (including without limitation Value Adde Tax), duties, charges, levies, assessments and other feets 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 trates applicable on the

imposed 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 invoice.

(I) Selling prices estiplicate subject to alteration without prior notice and the Company reserves the right to invoice at the prices ruling at the date of despatch of the Goods (novithshanding) any price proviously quoted by take account of any increase in the cost of the Company's control (including without limitation any foreign exchange fluctuations, currency regulations, alteration of duties, significant increases in the cost of labour materials or other costs of manufacture), any change in delivery dates, quantifies 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 quoted to the Customer are based on the full quantifies specified by the Customer and the Company reserves the right to revise prices in the event of any quantifies being reduced for whatever cause.

(d) Subject to Condition Sigh the Company shall be entitled to invoice the Customer for the price of the Goods on or at any time after delivery (or desented delivery) of the Goods. The Customer shall be entitled to invoice the Customer for the price of the Goods on or at any time after delivery (or without set off 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 payment shall be of the essence of the Contract.

(e) If the Customer does not pay an invoice in full and cleared funds to the Company by the due for rights and remedies in respect of such breach in law or under these Conditions) all other sums owing or incurred by the Customer to the Company but not already due for payment shall the reuse one of each office. The Customer shall be entitled to:

(i) recover the price of the Goods form the Customer by action, even tho

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 coordance with the provisions of Condition 9 below; cancel the Contract or suspend any further deliveries to the Customer; in charge the Customer interest (both before and after any judgment) on the amount unpaid at the rate of 4% above Barcalys Bank Plc's base rate mit the to the form 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 chapyment against any invoice or debt as it sees fit. The Company will normally appropriate payment against the oldest invoices first but shall not 1 bits Company will normally appropriate to do so.

such payment against any invoice or debt as it sees fit. The Company will normally appropriate payment against the olding those first but he 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 exceeds a credit limit, the Company may cancel any of the Customer's unfailled Contracts unless the Customer shall, upon written notice by the Compact any cancel any of the Customer's unfailled Contracts unless the Customer shall, upon written notice by the Compact and the Customer's unfailled Contracts unless the Customer's unle

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. DELWERY

(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, quarantee 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 shall not entitle the Customer to refuse to take delivery of or reject the Goods or save as provided in Condition 7, terminate the Contract.

(c) The Company shall not have any liability to the Customer for loss of profits, loss of business, loss of anticipated savings, depletion of goodwill and like loss howsoever caused) arising directly or indirectly by any delay in delivery.

(d) Unless otherwise agreed in winting 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 last known delivery address.

(e) If for any reason the Customer falls 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 has not provided appropriate instructions, documents, licences or authorisation:

(ii) risk in the Goods shall pass to the Customer has not provided appropriate instructions, documents, licences or authorisation:

(ii) the Goods shall pass to the Customer thanks or a controlled provided and the deliver of the contraction of the Customer's has not provided appropriate instructions, documents, licences or authorisation.

(iii) the Goods shall pass to the Customer the delivery and the Custome

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 Najeure. It delivery of an Order is delayed for a period in excess of 45 days due to an Event of Force Najeure, the unaffected party shall be entitled to terminate the affected Order upon 5 days written or 5 days and the contract in the period in the

8. RISK

Rik 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 insured against loss or damage by accident, fire, their, and other risk usually covered by insured against loss or damage by accident, fire, their, and other risk usually covered by insured in the byte 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 endorsement recording the Company's 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.

9. TITLE
(a) Notwithstanding delivery and the passing of risk, property in the Goods shall remain with the Company (or the same.

(a) Notwithstanding delivery and the passing of risk, property in the Goods shall remain with the Company unless and until: (ii) the Company has received payment in full for the Goods (including without limitation payment of any interest due); and (ii) the Company has received payment in full for any other amounts owing to it by the Customer on any account whatsoever; or, in any event, (iii) the Customer sells the Goods in the normal course of business (in which case property shall pass to the Customer immediately before such sale). If any of the events condition 9(e) has occurred, the Customer shall have no right to sell the Goods and title shall not pass to the Customer.

(b) Unlift 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 ballee for the Company (without affecting the right of the Customer to sells the Goods as referred to in Condition 9(a)).

(c) Unlip property in the Goods passes to the Customer under Condition 9(a), the Company reserves the right to repossess and uplifit the Goods and thereafter to reseal the same and for this purpose the Customer hereby grants an irrevocable right and licence to the Company's employees 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 subsists notwithstanding 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 the Company's employees and/or agents restily describable from the Customer's Product without causing damage to the Customer's Product he until properly in the Goods passes to the Customer under Condition 9(a), the Customer Lender parties an irrevocable injoin to the Company's employees and agents to separate and remove the Goods from the Customer under continuous parties of the Customer Lender Custome

Product.

(e) Any agreement by the Company to supply Goods to the Customer, and the Customer is night to possession of the Goods shall cease fortwhich in the Customer has not paid all amounts due to the Company on any account whatsoever and the Customer has not paid all amounts due to the Company on any account whatsoever and the Company has notified the Customer that its right to cossession of the Goods has ceased; or (ii) the Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts and laid our admits inability to pay its debts and the meaning of section 125 of the Inscrivency Act 1986, or the given an individual) is deemed unable to pay its debts within the meaning of section 125 of the Inscrivency Act 1986, or leging a partnership has yield the payment of the Vision payment of Vision payme

proposal for of enters into any compromise of a transgement winn is creators; or (iv) the Customer suspens or ceases, or trevelents to suppend or cease, carrying on a standard part of the business or if reasonable doubt. Blade, an entering a resolution is greated or an order is made, for or in connection with the winding up of the er (other than, in the case of a company, for the sole purpose of a solvent reconstruction of the Customer or of a scheme for a solvent amalgamation of the Customer with more discretioner's group; or expected in the sole of the proposed of a solvent amalgamation of the Customer with more office or an order is made, for the appointment of an administrator or if a notion stand and administrator or of an administrator or of an administrator in support, or an order is made, for the appointment of an administrator or off an administrator and administrator evidence or office and administrator or office and administrator or if an administrator or administrator or if an administrator administrator or if an administrator administrator or if an administrator or administrator or if an administrator administrator or if an administrator or place of the customer of the customer or or the customer or or order or administrator or in administrator or in a support or administrator or order or administrator or in a support or administrator or order or administrator or order or administrator or order or order or order or administrator or order order or order or order or order order or or order order order or order o

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11. EXCLUSION OF FEBMS

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12. LIMIT ON LABILITY

(a) 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), misrepresentation or otherwise) shall not exceed the aggregate price paid by the Customer for the Goods under that Contract. The Customer agrees that this is a reasonable limitation on the Company's liability due to the return of the Goods.

10. Subject to Condition 11(b), the Company shall not be labeled for any claim to the extent that it relates to:

(a) (so log rorlds, goodwil, business opportunity or articipated savings; (ii) injury to reputation; (iii) loss of data; (iv) third party losses; or injury of indirect, consequential or special loss or damage, regardless of the form of action, whether in contract, but (including, but not limited to, negligence) or strict liability and 13. CLAIMS FOR DAMAGE DEFECT LOSS OR NON-DELIVERY.

regardness of whether the Company knew or had reason to know of the possibility of the loss or damage in question.

13. CLAMS FOR DAMAGE DEFECT LOSS OR NON-DELIVERY
(3) The Customer shall inspect the Scooks immediately open delivery. (b) The Goods shall be deemed to have been delivered in accordance with the despatch note undamaged, in good order, repair and condition without any shortage and to the Customer's satisfaction unless the Company receives written notice to the contains as to loss of the contains a statisfaction unless the Company receives written notice to the contains as follows: (b) in the case of any shortage in fight the nature of any delect or damage and the number of Goods affected which are delivered in the state of elevering (in the case of any shortage in delivery, written notice must be given on the driver's delivery documents detailing in full the nature of no-delivery of any other orders and the number of Goods affected which add delivery documents detailing in the transition of the state of elevery, (in the case of any shortage in delivery, written notice must be given on the driver's delivery documents detailing in full the extent of the shortage within 3 days of the date of delivering (in the case of any shortage in delivery, written notice must be given in the state of elevering (in the case of any shortage in delivery, written notice must be given within 3 days of the dates of unit in the extent of the shortage within 3 days of the dates of unit in the extent of the shortage within 3 days of the dates of unit in the extent of the shortage within 3 days of the dates of unit in the extent of the shortage within 3 days of the dates of unit in the extent of the shortage within 3 days of the dates of unit in the extent of the shortage within 3 days of the dates of unit in the extent of the shortage of the date of extent of the shortage of the dates of the shortage of the shorta

14. EVENTS OF DEFAULT.

If the Customer sold is noversitive 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 exceeds its credit limit (if any) with the Company; or (e) the Customer commits any breach or is otherwise in default of its obligations under the Contract; or (d) the Customer exceeds little (if any) with the Company; or (e) the Customer and commits inability to pay its debts, or (being a partnership) has any partner for whom any of the foregoing apply; or (f) the Customer commits exceed 286 of the Insolvency At 526 of 1965, or (being a partnership) has any partner for whom any of the foregoing apply; or (f) the Customer commences regolations with all or any class of the Insolvency At 526 of 1965, or (being a partnership) has any partner for whom any of the foregoing apply; or (f) the Customer commences regolations with all or any class of the Insolvency At 526 of 1965, or (being a partnership) has any partner for whom any of the foregoing apply; or (f) the Customer commences regolations with all or any class of the Insolvency At 526 of 1965, or (being a partnership) has any partner for whom any of the foregoing apply; or (f) the Customer commences regolations with all or any class of the Insolvency At 526 of 1965, or (being a partnership) has any partner for whom any of the foregoing apply; or (f) the Customer commences regolations with all or any class of the Insolvency At 526 of 1965, or (being a partnership) has any partner for the Insolvency of the Customer (f) in the Customer (f) in the Customer (f) in the Customer (f) in a perfection in a partnership and for the Customer (f) in a perfection in a make to court, or an order in male, for the spontiment of an administrator, or it a notice of intention to appoint an administrator is (f) a partnership to appoint or has appointed an administrative receiver or receiver over

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informance of its obligations under a Contract, and (d) its entry into and performance under a Contract does not viorate or connect with unity wignerments with which are discovered and any other person or entity.

INTELECTUAL PROPERTY RIGHTS

For the purposes of this clause 16, the following terms shall have the following meanings: "IPR" any patents, copyright, design right, trademark, service mark, logo, database int, trade searcit, patent applications, rights in inventions, knowledwards or other present or future intellectual property right of any types:

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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 delault by the Company in relation to any instalment shall entitle the Customer to treat the remainder of the Contract as repudiated.
21. ASSIONMENT
22. ASSIONMENT
32. ASSIONMENT
61. Set in a set of the Contract as repudiated.
7. In the Company may assign, transfer, mortage, charge, declare trust of order lan any other manner (including, whotout limitation, "factoring") with any ofter inplication under any Contract. The Company may assign, transfer, mortage, charge, subcontract, declare trust of and/or deal in any other manner with any of its rights and obligations under any Contract. 21. ASSIGNMENT
The Customer shall not assign, transfer, mortgage, same and the Contract shall be assigned and obligations under any Contract. The Company may assign, transfer, mortgage, and the displacement of its rights and obligations under any Contract. The Company may assign, transfer, mortgage, —
of its rights and obligations under any Contract shall be referredly provided to it under a Contract or by law shall not prejudice the exercise of or constitute a waiver of that for any right right or remedy provided to it under a Contract or by law shall not prejudice the exercise of or constitute a waiver of that for any right right or remedy provided to it under a Contract (in respect of a breach by the Cu of contractive any event of the Contract (in respect of a breach by the Cu of contractive and the contract (in respect of a breach by the Cu of contractive and the contract (in respect of a breach by the Cu of contractive and the contract (in respect of a breach by the Cu of contract shall be entirely without prejudice to any additional right or remedy the Company may have against the Customer for any failure by the Customer to complete its obligations under that Contract.

ice 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 Customer to set of the customer arising and whether any such liability is present or future, liquidised or unliquidated and irrespective of the custom and may for such purpose convert or exchange any currency.

25. NOTICES

(a) Any notice required to be given under a Contract shall be given in writing and shall be deemed to have been duly given by the Company or the Customer if sent by first class pre-paid post (or registered post, lake or facinite) transmission, addressed to the other at its registered office address or such other address as one party shall have notified to the other for this purpose. (b) Routine communications relating to the performance of a Contract including, without limitation placing of an Other may be communicated electronic main. The Company and the Customer agree, however, that are portunization by electronic email shall not amount to notice the purpose of this Condition 21 and that any purported notice under, or variation of, these Conditions by electronic mail shall have no effect.

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IN 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