

1. INTERPRETATION

- 1.1 In these Terms:
- "Buyer" means any member of the group of companies whose holding company is **London Clubs International Ltd, T/A Metropolitan Gaming** and whose name appears on the Order;
 - "Contract" means the contract for the sale and purchase of the Goods; means the address stated on the Order; means the goods, services or supplies (including any instalment of the goods, services or supplies or any part of them) described in the Order means the Buyer's purchase order to which these Terms are annexed;
 - "Delivery Address"
 - "Goods"
 - "Order"
 - "Price" means the price of the Goods;
 - "Seller" means the person so described in the Order;
 - "Specification" includes any plans, drawings, data or other information relating to the Goods
 - "Terms" means the standard terms of purchase set out in this document and (unless the context otherwise requires) includes any special terms agreed in writing between the Buyer and the Seller; and any similar expression, includes facsimile transmission and comparable means of communication.
 - "Writing"

- 1.2 Any reference in these Terms to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.
- 1.3 The headings in these Terms are for convenience only and shall not affect their interpretation.

2. BASIS OF PURCHASE

- 2.1 The Order constitutes an offer by the Buyer to purchase the Goods subject to these Terms.
- 2.2 These Terms shall apply to the Contract to the exclusion of any other terms on which any quotation has been given to the Buyer or subject to which the Order is accepted or purported to be accepted by the Seller.
- 2.3 The Order will lapse unless unconditionally accepted by the Seller in Writing within seven days of its date.
- 2.4 No variation to the Order or these Terms shall be binding unless agreed in Writing between the authorised representatives of the Buyer and the Seller.

3. SPECIFICATIONS

- 3.1 The quantity, quality and description of the Goods shall, subject as provided in these Terms, be as specified in the Order and/or in any applicable Specification supplied by the Buyer to the Seller or agreed in Writing by the Buyer.
- 3.2 Any Specification supplied by the Buyer to the Seller, or specifically produced by the Seller for the Buyer, in connection with the Contract, together with the copyright, design rights or any other intellectual property rights in the Specification, shall be the exclusive property of the Buyer, and the Seller assigns with full title guarantee to the Buyer all such copyright, design rights and other intellectual property for no further consideration, subject only to the payment of the Price. The Seller shall not disclose to any third party or use any such Specification except to the extent that it is or becomes public knowledge through no fault of the Seller, or as required for the purpose of the Contract.
- 3.3 The Seller shall comply with all applicable regulations or other legal requirements concerning the manufacture, packaging, packing and delivery of the Goods.
- 3.4 The Seller shall not unreasonably refuse any request by the Buyer to inspect and test the Goods during manufacture, processing or storage at the premises of the Seller or any third party prior to despatch, and the Seller shall provide the Buyer with all facilities reasonably required for inspection and testing.
- 3.5 If as a result of inspection or testing the Buyer is not satisfied that the Goods will comply in all respects with the Contract, and the Buyer so informs the Seller within seven days of inspection or testing, the Seller shall take such steps as are necessary to ensure compliance.
- 3.6 The Goods shall be marked in accordance with the Buyer's instructions and any applicable regulations or requirements of the carrier, and properly packed and secured so as to reach their destination in an undamaged condition in the ordinary course.

4. PRICE OF THE GOODS

- 4.1 The Price of the Goods shall be as stated in the Order and, unless otherwise so stated, shall be:
- 4.1.1 exclusive of any applicable value added tax (which shall be payable by the Buyer subject to receipt of a VAT invoice); and
 - 4.1.2 inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods to the Delivery Address and any duties, imposts or levies other than value added tax.
- 4.2 No increase in the Price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior consent of the Buyer in Writing.
- 4.3 The Buyer shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Seller, whether or not shown on its own terms of sale.

5. TERMS OF PAYMENT

- 5.1 The Seller may invoice the Buyer on or at any time after delivery of the Goods, and each invoice shall quote the number of the Order.
- 5.2 Unless otherwise stated in the Order, the Buyer shall pay the Price of the Goods within the first week after the end of the month following the month of receipt by the Buyer of a proper invoice or, if later, after acceptance of the Goods in question by the Buyer.
- 5.3 The Buyer may set off against the Price any sums owed to the Buyer by the Seller.
- 5.4 Where the Buyer fails to pay the price for any Goods within the time specified in clause 5.2, the Seller shall be entitled to charge interest (before as well as after judgment) on the outstanding amount at the rate of 2% per annum above the Seller's bank's base rate from time to time being in force from the due date until the outstanding sum is paid.

6. DELIVERY

- 6.1 The Goods shall be delivered to the Delivery Address on the date or within the period stated in the Order, in either case during the Buyer's usual business hours.
- 6.2 Where the date of delivery of the Goods is to be specified after the placing of the Order, the Seller shall give the Buyer reasonable notice of the specified date.
- 6.3 The time of delivery of the Goods is of the essence of the Contract.
- 6.4 A packing note quoting the number of the Order must accompany each delivery or consignment of the Goods and must be displayed prominently.
- 6.5 If the Goods are to be delivered by instalments, the Contract will be treated as a single contract and not severable.
- 6.6 The Buyer may reject any Goods delivered which are not in accordance with the Contract, and shall not be deemed to have accepted any Goods until the Buyer has had a

- reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the Goods has become apparent.
- 6.7 The Seller shall supply the Buyer in good time with any instructions or other information required to enable the Buyer to accept delivery of the Goods.
- 6.8 The Buyer shall not be obliged to return to the Seller any packaging or packing materials for the Goods, whether or not any Goods are accepted by the Buyer.

7. RISK AND PROPERTY

- 7.1 Risk of damage to or loss of the Goods shall pass to the Buyer on delivery to the Buyer in accordance with the Contract.
- 7.2 The property in the Goods shall pass to the Buyer on delivery, unless payment for the Goods is made prior to delivery, when it shall pass to the Buyer once payment has been made and the Goods have been appropriated to the Contract.

8. WARRANTIES AND LIABILITIES

- 8.1 The Seller warrants to the Buyer that the Goods:
- 8.1.1 will be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Seller or made known to the Seller in Writing at the time the Order is placed;
 - 8.1.2 will be free from defects in design, material and workmanship;
 - 8.1.3 will correspond with any relevant Specification or sample; and
 - 8.1.4 will comply with all statutory requirements and regulations relating to the sale of the Goods.
- 8.2 Without limiting any other remedy, if any Goods are not supplied in accordance with the Contract, then the Buyer shall be entitled:
- 8.2.1 to require the Seller to repair the Goods or to supply replacement Goods in accordance with the Contract within seven days; or
 - 8.2.2 at the Buyer's sole option, and whether or not the Buyer has previously required the Seller to repair the Goods or to supply any replacement Goods, to treat the Contract as discharged by the Seller's breach and require the repayment of any part of the Price which has been paid.
- 8.3 The Seller shall indemnify the Buyer in full against all liabilities, loss, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by the Buyer as a result of or in connection with:
- 8.3.1 breach of any warranty given by the Seller in relation to the Goods;
 - 8.3.2 any claim that the Goods infringe, or their importation, use or resale, infringes, the patent, copyright, design right, trade mark or other intellectual property rights of any other person, except to the extent that the claim arises from compliance with any Specification supplied by the Buyer;
 - 8.3.3 any liability under the Consumer Protection Act 1987 in respect of the Goods; and
 - 8.3.4 any act or omission of the Seller or its employees, agents or sub-contractors in supplying, delivering and installing the Goods.
- 8.4 Neither the Seller nor the Buyer shall be liable to the other or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Goods, if the delay or failure is beyond that party's reasonable control. Without limiting the foregoing, the following shall be regarded as causes beyond either party's reasonable control:
- 8.4.1 Act of God, explosion, flood, tempest, fire or accident;
 - 8.4.2 war or threat of war, sabotage, insurrection, civil disturbance or requisition;
 - 8.4.3 acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
 - 8.4.4 import or export regulations or embargoes;
 - 8.4.5 strikes, lock-outs or other industrial actions or trade disputes (excluding employees of either the Seller or the Buyer);
 - 8.4.6 difficulties in obtaining raw materials, labour, fuel, parts or machinery;
 - 8.4.7 power failure or breakdown in machinery.

9. TERMINATION

- 9.1 The Buyer may cancel the Order in respect of all or part only of the Goods by giving notice to the Seller at any time prior to delivery or performance, in which event the Buyer's sole liability shall be to pay to the Seller the Price for the Goods in respect of which the Buyer has exercised its right of cancellation, less the Seller's net saving of cost arising from cancellation.
- 9.2 The Buyer may terminate the Contract without liability to the Seller by giving notice to the Seller at any time if:
- 9.2.1 the Seller makes any composition or voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) enters into administration or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction), or a moratorium comes into force in respect of the Seller (within the meaning of the Insolvency Act 1986); or
 - 9.2.2 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Seller; or
 - 9.2.3 the Seller ceases, or threatens to cease, to carry on business; or
 - 9.2.4 the Buyer reasonably believes that any of the events mentioned above is about to occur in relation to the Seller and notifies the Seller accordingly.

10. GENERAL

- 10.1 The Buyer is a member of the group of companies whose holding company is Caesars Entertainment UK Ltd and, accordingly, the Buyer may perform any of its obligations or exercise any of its rights hereunder by itself or through any other member of its group, provided that any act or omission of any such other member shall be deemed to be the act or omission of the Buyer.
- 10.2 The Order is personal to the Seller and the Seller shall not assign or transfer or purport to assign or transfer to any other person any of its rights or sub-contract any of its obligations under the Contract.
- 10.3 A notice required or permitted to be given by either party to the other under these Terms shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified under this provision to the party giving the notice.
- 10.4 No waiver by the Buyer of any breach of the Contract by the Seller shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 10.5 If any provision of these Terms is held by any court or other competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected.
- 10.6 This Agreement shall be governed by and construed in accordance with English law and any dispute arising out of this Agreement shall be referred to arbitration in London in accordance with the Arbitration Act 1996, one arbitrator being appointed by each party. On the receipt by one party of the nomination in writing of the other party's arbitrator, that party shall appoint their arbitrator within fourteen days, failing which the decision of the single arbitrator appointed shall apply. If two arbitrators properly appointed shall not agree they shall appoint an umpire whose decision shall be final.