

ELECTROSONIC



CONFIDENTIAL



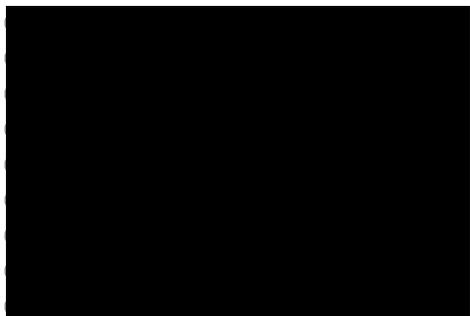
Name of Project: Control Room Brunel House V0.6

Project Reference: P103009

Date 16 July 2019

Prepared by: [REDACTED]

Electrosonic Point of Contact



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1. Executive Summary

Electrosonic would firstly like to thank Highways England for the opportunity to provide our ideas and solution to improve the quality of your Control Room technology as well as your meeting and seminar experiences.

The information provided within this document is based on the email we received from

[REDACTED]

Identified in our discussions was that Highways England needs the flexibility to view any item of information on any screen in any of the areas of the floor at the touch of a button. We have also included into the solution video conferencing as this will play a large part of any future technology deployment.

The design and pricing structure have allowed for Highways England to look at the different components that make up the solution, so they can understand the financial implications of each item.

Electrosonic has designed a solution which will allow for easy selection of all the room configurations. We have upgraded the microphones to ensure the highest quality audio and that the microphones selected match the meeting room requirement.

All room solutions will include full installation, project management, training and full commissioning of each room.

The purpose of this document is to provide clarification on the systems design and pricing in conjunction with all necessary supporting information, clarifications and assumptions where required.

Yours faithfully,

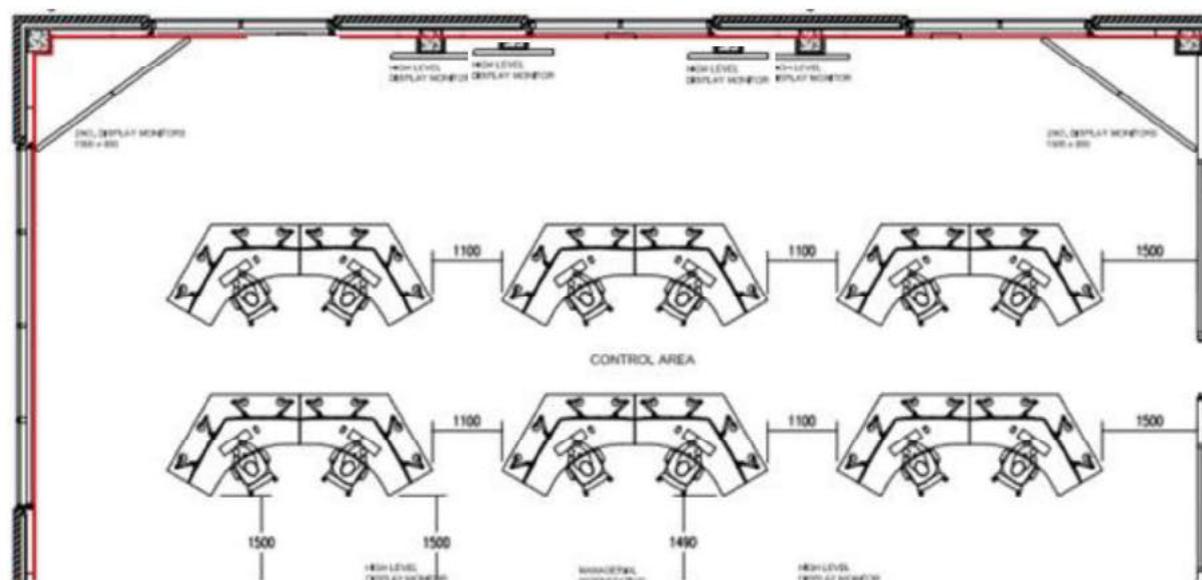
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2. Control Area Displays

The Control Area will have the option of individual images on each screen or the same image on all screens via the selection touch of the control panel.

The room will consist of eight screens with a configuration of 2 x 75" in both corners and 1 x 1 individual screens, wall mounted from pillars or front wall. These will be controlled via the current system which is to be brought over from the current space. Screens will show camera images with the capability to select a selected image to be viewed on individual control personnel screens.

The selection of the images will be via the Charm system or current system.



Displays - 2 x 75" Corner mounted displays and 4 x 65" or 75" High flat wall displays

Switching - Crestron DM matrix – central

Control - Charm system

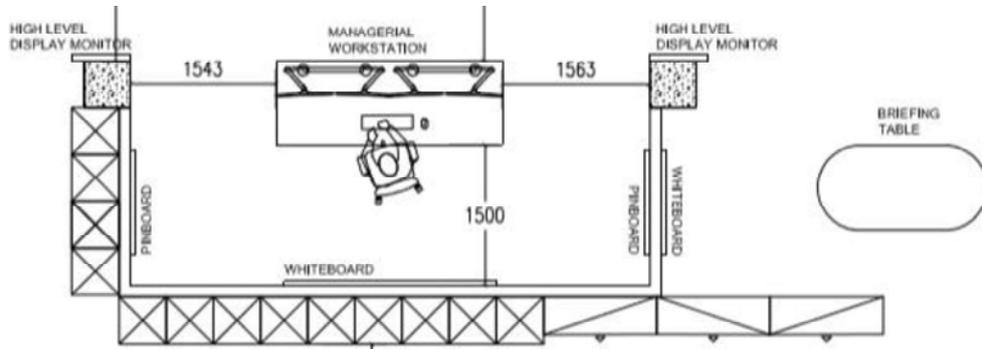
Equipment location - Central AV rack

Video Sources - We need to understand where we can obtain the IP Camera images from. We need to determine if we can pick up these streams directly from the source, or whether to include our own encoder / transmitter for this. Ideally this would all be AVoIP so Crestron NVX for example, but we need to understand the source in terms of where it is and what it is. If we are moving an existing AV system, then we need to know what this is. Do we have the schematics for Avonmouth?

Assumption-The streaming input receives a single H.264 video stream over an IP network. We have assumed that the IP camera system will output a H.264 video stream that we can input into our AV matrix and that all IP camera switching is done by the CHARM system.

Control Area

40" display screens will be mounted on pillars either side of the Managerial workstation. These screens will be utilized as displays showing heat map and information via DDS feed.



Displays

2 x 40" High Level displays

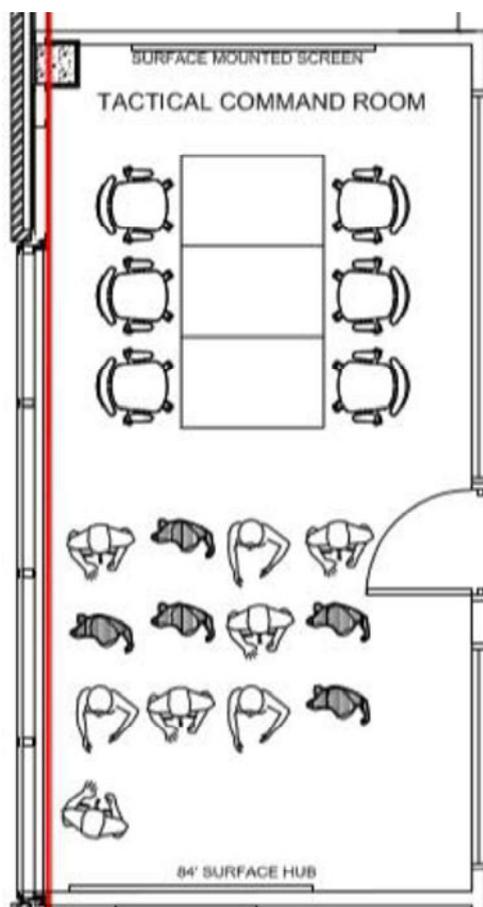
Tactical Command Room

The Tactical Command Room will have the ability to display any image presented on the 84" Surface Hub (provided by client).

The surface hub will provide images for Video conferencing with a whiteboard function inbuilt.

The room will incorporate a 65" LCD screen at top of room which will have capability to display Charm info and information from guest laptop.

The room will have no audio except that from the screen. We would recommend installing a Barco Click share to present wirelessly. We would also install a simple 6 button controller that will turn the screen on/off, select between a networked PC and the Barco Click share, and Volume up/down.



Display – 1 x 65" LCD screen, 1 x 84" Surface Hub (Client provided)

Sources – 1 x Client, 1 x Clickshare or Cable cubby , 1 x resident

PC (Surface Hub), Mics – 1 x Surface Hub microphone

Audio – from the screen

Control – 1 x 6 Button Wired Controller to select screen inputs and volume, Surface Hub

Equipment location – In the room

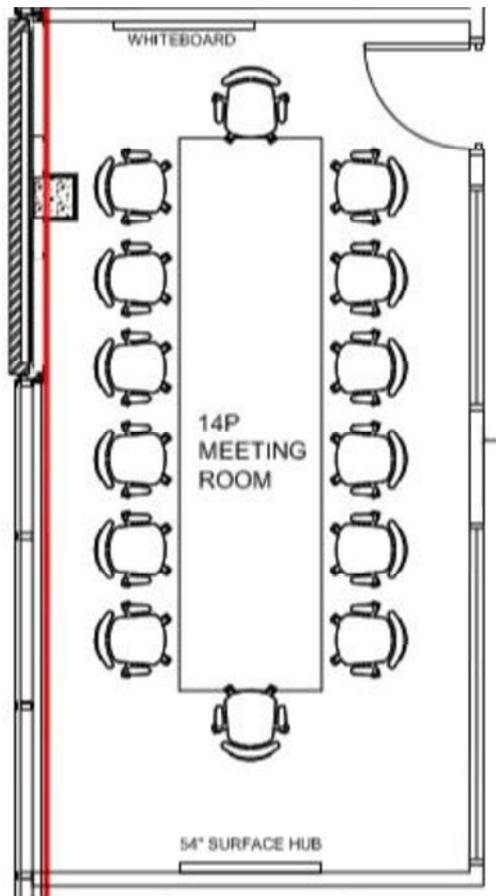
14P Room

The 14P Room will have the ability to display any image presented on the 54" Surface Hub (provided by client). The Surface Hub will also be used as a whiteboard and have written instructions seen live via video conferencing sessions.

Room will have no audio except what is provided by the screen itself.

Wireless Connectivity via Microsoft Hub for Laptop users

Switch sources will be via the touching of the screen.



Display – 1 x 54" Surface Hub (client provided)

Mics – From the Surface Hub

Audio – From the Surface Hub

Switching - From the Surface Hub

Control – From the Surface Hub

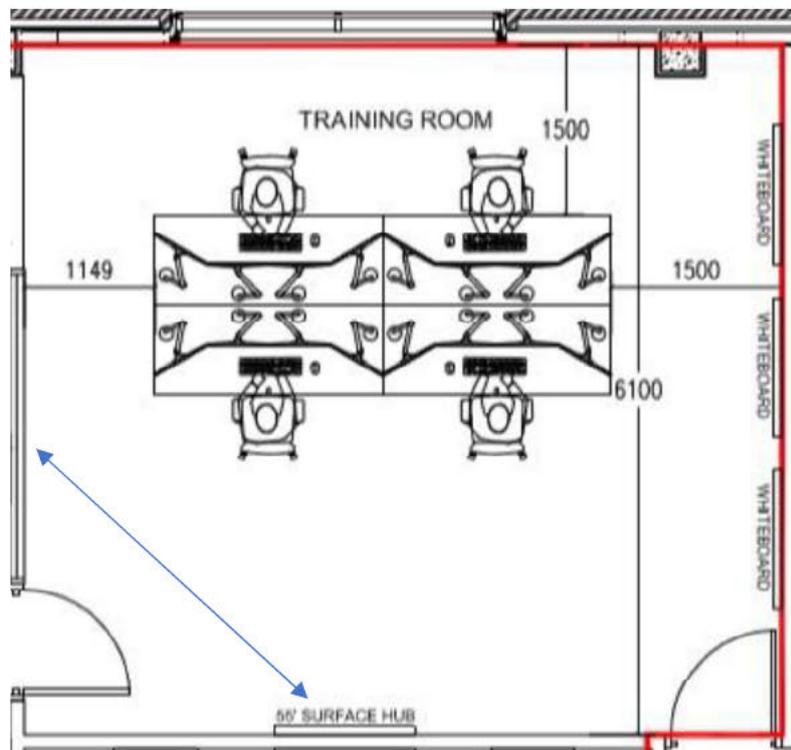
Equipment location – N/A

Training Room

The Training Room will have the ability to have any image presented on the 55" Surface Hub (provided by client). Three whiteboards will be mounted along the right-side wall (provided by client).

Recommend client moves the Surface Hub to opposite wall from whiteboards for ease of viewing for all occupants of room.

Wireless Connectivity via Microsoft Hub for Laptop users to the Surface Hub. Control will be via the Surface Hub touch.

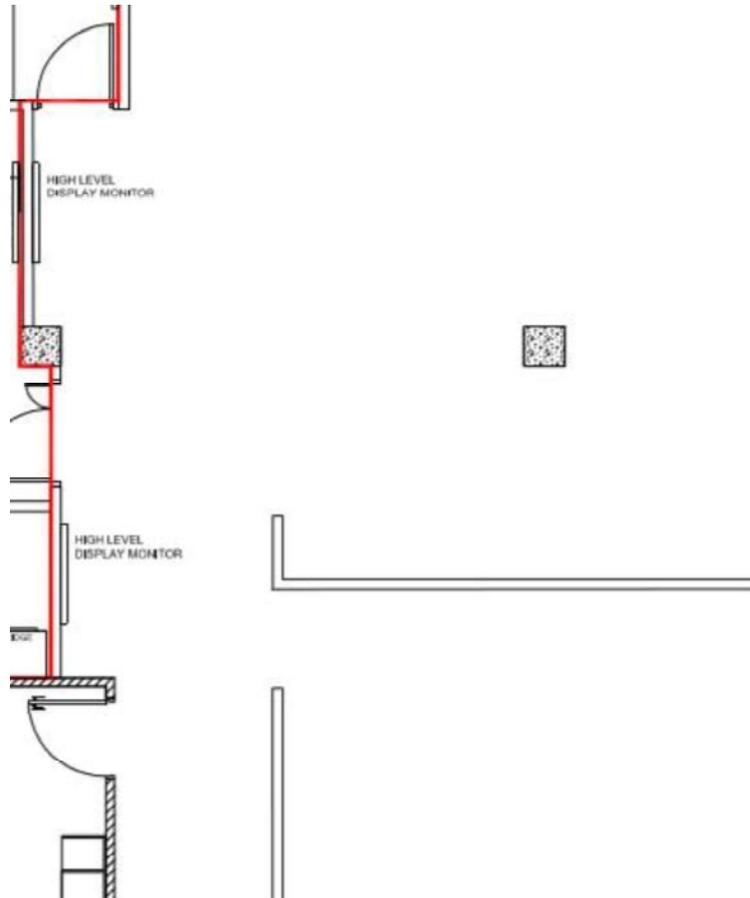


Display – 1 x 55" Surface Hub (client provided)

Control – From the Surface Hub

Foyer Area

In the Foyer area there will be 2 x 55" high level displays which will show heat map and information via DDS feed on one screen and the second screen will display Highway information from the One Lan player.

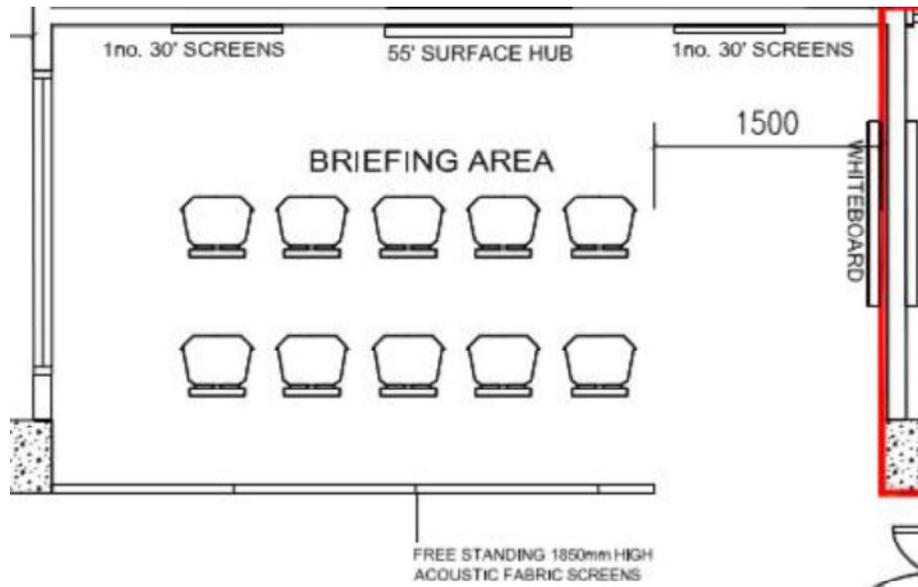


Displays

- 2 x 55" High Level displays
- One Lan software

Briefing Room - NEW

The Briefing Room will have 2 x 55" displays and 1 x 55" Surface Hub (provided by client) which will show DDS Feed and be controlled by Managerial Workstation along with a whiteboard on right hand wall (also provided by client).



Displays

- 2 x 55" displays
- 1 x 55" Surface Hub (provided by client)
- Control system

Project Assumptions

To highlight items of note we have included the following recommendations, assumptions and clarification requests:

1. All On-Site Works have been priced "In Hours" as requested
2. We have assumed sole access to rooms during commissioning periods.
3. We have assumed enough secure storage to be available for equipment being delivered to site in preparation for installation.
4. We have included time for updating Operation Manuals and drawings and will provide the end users with quick reference guides for the bespoke systems.
5. Our bid is based on the rooms being available in a logical order to allow works to be carried out in a continuous and un-interrupted programme.
6. Electrosonic are delighted to confirm their availability to start, undertake, and complete the works in the allocated timescales, assuming clear and unobstructed access will be granted to the appropriate areas.
7. We are confident of our ability to deliver this project as indicated in our programme and have the appropriate resources available to meet the quality expectations of Highways Brunel. It is our desire to be the continued AV vendor of choice for Highways Brunel and look forward to working with you in delivering this project to success, on time and on budget.

3. Support

Barco Overture: -

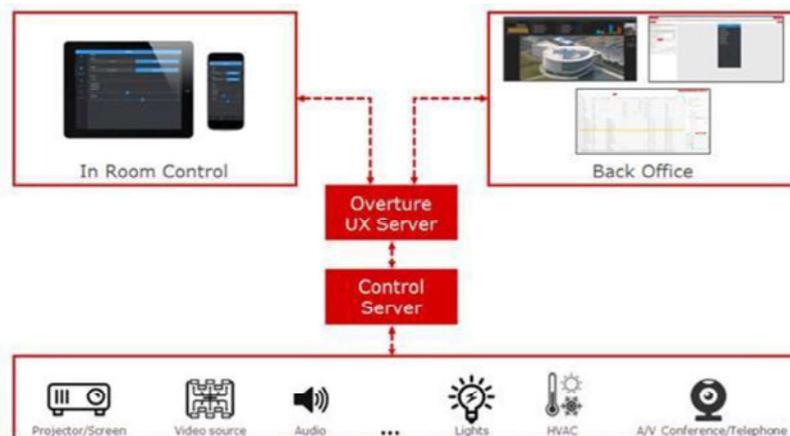
Unlike most competing AV control solutions which require proprietary hardware and software, Overture was designed from day one to be an IT-friendly, enterprise-wide, centralized AV control solution.

For example, Overture runs as a Virtual Machine (VM) that can be hosted on most virtualization environments. Barco also offers Overture via a hosted / software-as-a-service model. In addition, unlike traditional AV control solutions, Overture is user-based, offering each user a personalized experience.

And this centralized software approach allows Overture to support devices in thousands of meeting rooms around the world by leveraging the existing IT infrastructure and without the need for dedicated control hardware in each room.



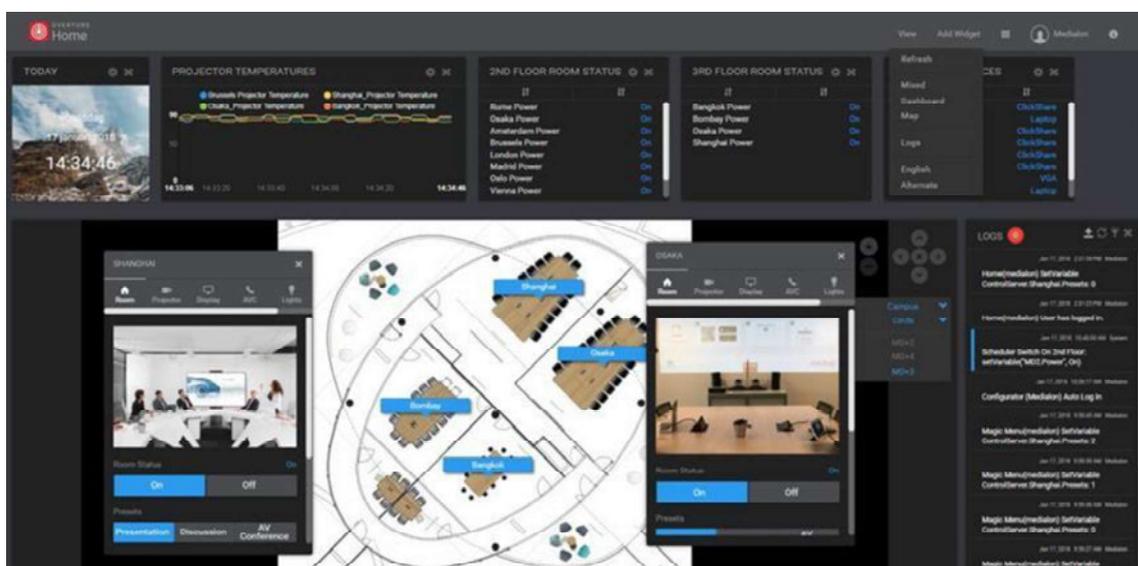
A key differentiator of this solution is that Overture is designed to be configured – not programmed. Overture offers a web user interface that allows administrators, with just a few clicks, to define locations and meeting rooms, add and configure devices, and enable automated functions (dubbed Behaviours) and alerts within the system.



For example, Overture can be configured to notify IT support when a projector bulb burns, a video system goes offline, or a room’s temperature exceed 85 degrees.

And like every AV control system, Overture supports multi-function scripts (e.g. press one button to turn on the system display, dim the lights, and activate the video conferencing system). Overture also supports automation functions (e.g. turn on the system when motion is detected in the room).

For admins and support staff, Overture provides a centralized dashboard (see image below) including customizable widgets that provide real-time status information about devices and rooms (top of image), map-based navigation of your AV environment, and a dynamic activity window (lower right sidebar in image below).



Another differentiator is that Overture makes the meeting room’s user interface (UI) accessible from any device connected on the network. So, users can manage the room and their meeting experience from their cell phones, tablets, or notebooks.

Overture's meeting room user interface is accessible from any network-connected device like a user's cell phone, tablet, or laptop.

To ensure a consistent look and feel, regardless of who configured the system, Overture's UI is based on templates. This saves time by avoiding the need to create control panel designs from scratch.

And since the platform is based on HTML 5, advanced users and developers can easily provide a customized (e.g. branded) experience.

Overture also allows administrators to define scheduled behaviours to be applied to specific devices, systems, and/or locations. For example, the system can be set to turn off the lights in all meeting rooms on the 5th floor in the London office at 8 PM local time. Similarly, the system can be set to reboot all group video systems once a week at a pre-determined time.

The key take way is that Overture's centralized, software-based, IT-friendly approach changes the long-standing rules of AV meeting room control, offering cost-effective and highly scalable global device monitoring and management.

Conclusion

In recent years, the corporate audio-visual world has changed dramatically. For example, in most companies, the AV discipline has shifted from the facilities department over to IT. In addition, the size of the AV estate has grown significantly, even exponentially, for many organizations. And while fully integrated spaces are still important, the "typical" meeting room has become simpler and less expensive over time.

4. Pricing

This quotation is offered subject to our normal conditions of sale (unless otherwise described above), a copy of which is attached to this document.

Control Area & Managerial Workstation Area – 75” Screens

Display

- 4 x 75" Ultra High Definition Professional Display (Corner of Control Area) - NEC MultiSync - V754Q
- 4 x 75" Ultra High Definition Professional Display (Window/pillar wall) - NEC MultiSync - V754Q
- 2 x 40" Commercial Grade Format Display PC to provide source - NEC - V404
- 2 x Medium Fusion Micro-Adjustable Fixed Wall Mount typically for screen sizes 32-55" - Chief - MSM1U
- 1 Signage Player with mounting bracket - Onelan - NTB-HD-10F-S
- 1 x Onelan Warranty

Control

- 8 x 4K DigitalMedia 8G+® Receiver & Room Controller w/Scaler (7 Displays) Crestron DM-RMC-4K-SCALER-C

Cables and consumables

Installation Full installation, Project management, Engineering Project Management, Programming, Commissioning, Rack build, testing, training, Travel and delivery

Total Control Area Pricing



Please note that - Sources

We have allowed for the current system to be brought over, however with the new system we need to understand where we can obtain the IP Camera images from. We need to determine if we can pick up these streams directly from the source, or whether we need to include our own encoder / transmitter for this. Ideally this would all be AVoIP so Crestron NVX for example, but we need to understand the source in terms of where it is and what it is. If we are moving an existing AV system, then we need to know what this is. Do we have the schematics for Avonmouth?

Assumption The streaming input receives a single H.264 video stream over an IP network. We have assumed that the IP camera system will output a H.264 video stream that we can input into our AV matrix and that all IP camera switching is done by the CHARM system

Tactical Command Room

Display –

1 x 65" Ultra High Definition Professional Display (Corner of control area) - NEC MultiSync - V754Q
Wall mount for above = Chief - LSM1U

Sources

1 x Clickshare with 2 USB dongles – Barco - CSE-200 or Cable cubby

Audio

Sound from the Screen

Control

1 x Crestron® 6 Button Controller

Installation - Full installation, Cables, Consumables, Project management, Engineering Project Management, Programming, Commissioning, Rack build, testing, training, Travel and delivery

Total Tactical Command Room Pricing



14 Person Room

Sources

1 x wireless content sharing from Microsoft Hub

Installation - Full installation, Cables, Consumables, Project management, Engineering Project Management, Programming, Commissioning, Rack build, testing, training, Travel and delivery

Total 14 Person Room Pricing



Training Room

Sources

1 x wireless content sharing from Microsoft Hub

Installation - Full installation, Cables, Consumables, Project management, Engineering Project Management, Programming, Commissioning, Rack build, testing, training, Travel and delivery

Total Training Room Pricing



Central Comms Room

Central Media Switcher

8 x Crestron DigitalMedia 8G+® 4K60 4:4:4 HDR Input Card for DM® Switchers

4 x Crestron 4K HDMI® Input Card for DM® Switchers

9 x Crestron 2-Channel DigitalMedia 8G+® 4K60 4:4:4 HDR Output Card for DM® Switchers

2-Channel 4K Scaling HDMI® Output Card for DM® Switchers (Codec return feed)

1 x Extron Six Output HDMI DA

5 x Extron HDMI Tx - 230 feet (70 m)

5 x Extron HDMI Rx - 230 feet (70 m)

3 x XTP DTP 24 Plug, Package of 10

Extron XTP DTP 24 Plug

Cables and consumables

Installation - Full installation, Cables, Consumables, Project management, Engineering Project Management, Programming, Commissioning, Rack build, testing, training, Travel and delivery

All equipment housed in central AV rack IT Comms server room

Total Central Control Room Pricing



Briefing Room

Display -

2 x 55" Display, showing same image as Managerial display DDS - NEC V554

2 x wall mount for above - Chief - LSM1U

1 x Clickshare with 2 USB dongles - Barco - CSE-200

Control

1 x 10.1" Touch Screen, Black Smooth - Crestron - TSW-1060_B-S

1 x TSW-1060 Flush Mount Kit - Crestron - TSW-1060-FMKT

Installation - Full installation, Cables, Consumables, Project management, Engineering Project Management, Programming, Commissioning, Rack build, testing, training, Travel and delivery

All equipment housed in central AV rack IT Comms server room

Total Briefing Room Pricing



Foyer Area

Display

55" 1 x Display, showing same image as Managerial display DDS, 1 x display showing Onelan image
- NEC V554

2 x wall mount for above - Chief - LSM1U

1 x Signage player with mounting bracket - Onelan - NTB-HD-10F-S

1 x Warranty - Onelan

Installation - Full installation, Cables, Consumables, Project management, Engineering Project Management, Programming, Commissioning, Rack build, testing, training, Travel and delivery

All equipment housed in central AV rack IT Comms server room

Total Central Control Room Pricing



Pricing Summary

Total Control Area Pricing

Total Tactical Command Room Pricing

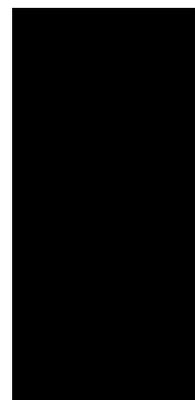
Total 14 Person Room Pricing

Total Training Room Pricing

Total Central Control Room Pricing

Briefing Room

Foyer Area



Overall Project Total

£136,496.75

Signed / Acceptance of Proposal

Signed on behalf of Highways England:  _____

Print Name:  _____

Position: Procurement Delivery Partner

Date: 30 July 2019

Signed on behalf of Electrosonic:  _____

Print Name: _____

Position: _____

Date: 31 July 2019

5. Standard Project Conditions & Exclusions

This proposal has been produced together with our standard conditions of sale, a copy of which is included with this document. The following clarifies or confirms these conditions to suit this specific project and are described as a set of assumptions made by Electrosonic applicable to the equipment and labour we propose to supply and the commercial terms which apply.

1. EQUIPMENT

- 1.1 The equipment to be supplied is as shown in the attached proposal. No equipment will be supplied that is not shown in the specification. Equipment offered, may be subject to change in the event of non-availability (with approval), providing the alternative equipment has similar performance and functionality.
- 1.2 Supply and installation of all site electrical and power cables, containment and termination of all high voltage cables is excluded from this proposal. These will, we anticipate, be carried out by the site electrical contractor, working from the Electrosonic specification and drawings and installed in accordance with the current local specification edition or the equivalent local regulations. A specification will only be issued after an order is placed for the systems.
- 1.3 All primary fixings, mounting equipment or support equipment (such as plinths), unless specifically included in the attached proposal, will be provided by the client or other third parties, to our functional specification.
- 1.4 Adequate and suitable housings or desk space are to be supplied by the client or other third parties for all equipment and adequate ventilation must be allowed for. Details as to what is adequate and suitable are available on request.
- 1.5 No audio, video or graphic material production or supply is included.
- 1.6 Our systems are manufactured to comply with Low Voltage Directive as required for Installations. In the event that there are other-regulatory, safety, security or quality requirements these must be bought to our attention prior to order or contract.

2. SITE

- 2.1 All equipment for the project to be provided by the client or other third party must be ready for use in accordance with the project program and available to Electrosonic before delivery if required. If equipment from the client or other third parties is not available this may result in delays or extra visits to site which will incur additional charges.
- 2.2 A minimum 1 weeks' notice of changes to the labour program is required, with agreement by Electrosonic.
- 2.3 Electrosonic Project related activities shall be in accordance with Construction Design and Management regulations (CDM) 2015. In accordance with regulations the client shall ensure suitable arrangements for managing the project and maintaining and reviewing them for its duration so that it is carried out in a way that manages the health and safety risks involved.

3. COMMERCIAL

- 3.1 This proposal is open for acceptance for 30 days from the date hereon, thereafter subject to confirmation.
- 3.2 All new equipment is guaranteed for a minimum period of 1 year from installation against defective performance, according to Electrosonic's Suppliers Warranty.
- 3.3 All equipment supplied will benefit from being maintained under an Electrosonic Service contract details of which accompany this proposal.
- 3.4 Prices in this proposal are calculated assuming the whole works is carried out in one continuous schedule to be agreed.
- 3.5 If parts of this proposal only are ordered, or parts cancelled once ordered before shipment, then re-pricing may be necessary.

4. SECURITY

- 4.1 A degree of coordination will be required in planning the interface between the audio-visual hardware system(s) and the ITC network(s) on site.

6. Payment Terms

30% upon Purchase Order; 30% upon approval of submittals; 30% upon delivery of equipment;
10% upon completion.

Or

Payment is made in stages against monthly invoices for equipment purchased and held in the client's name, and work carried out on and off site

All payments are Net-30 terms from date of invoice.

Payment terms are subject to credit approval and may be adjusted or changed accordingly.

7. Terms and Conditions

Applicable to Electrosonic Limited and any Company which a subsidiary is thereof as defined by s736 of the Companies Act 1985

1. CONTRACTS

a) Contracts are made, and orders are accepted only upon and subject to these Conditions of Sale. All other conditions are hereby excluded unless expressly accepted in writing by Electrosonic Limited (hereafter called "the Sellers").

b) In entering into a contract with the Sellers, the Buyer acknowledges that the contract has not been induced by any representations orally or in writing made by the Sellers, their servants or agents.

c) No quotation, estimate or tender given or made by the Sellers shall form an offer capable of acceptance by the Buyer. A binding contract for sale shall only be created upon the acceptance in writing by the Sellers of the Buyer's order or other offer to purchase. The Proposal; the Project Conditions and Exclusions; the General Notes, Standard Qualifications and the Payment Terms will then form part of this contract (if applicable).

d) The Sellers may cancel this contract at any time before any of the goods (including any instalments) are delivered to the Buyer by giving written notice. On giving such notice the Sellers shall promptly repay to the Buyer any sums already paid in respect of the price of such goods. The Sellers shall not be liable for any loss or damage whatever arising from such cancellation.

e) Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Sellers shall be subject to correction without any liability on the part of the Sellers.

2. PRICES

a) Unless expressly stated otherwise in any quotation issued by the Sellers to the Buyer, all prices quoted are ex-works and exclude the cost of packing. Any applicable value added tax, or any other sales tax or excise duties paid or payable by the Sellers shall be added to the price and shall be payable by the Buyer.

b) Firm price quotations are valid for a period of one month only from the date of quotation. The Sellers may, at their absolute discretion, accept or reject any order placed by the Buyer.

c) In the event of the Buyer cancelling a part of the order in accordance with the provisions of Clause 13, the Sellers reserve the right to revise the price or prices quoted for goods already delivered.

d) The sellers reserve the right to review, the contract price(s) in the event of devaluation of the pound sterling or fluctuation in the rates of foreign exchange.

3. CONDITIONS AND WARRANTIES

a) Where samples of goods are provided, these are submitted only as indicative of the class, size or colour of goods quoted for and sales of goods shall not be by reference to any such samples.

b) Whilst all descriptions and illustrations of the goods in (inter alia) catalogues, brochures and price lists provided by the Sellers have been carefully prepared, they are intended nevertheless for general guidance only and do not form part of any contract for sale of goods and no responsibility is accepted for any errors or omissions therein or for any loss or damage resulting from reliance on such descriptions and illustrations.

c) All conditions, warranties, terms and obligations, whether expressed or implied by statute, common law, custom or otherwise (including without prejudice to the generality of the foregoing, any warranty or condition as to the merchantable quality of fitness of any particular purpose of the goods) are excluded to the fullest effect permitted by law.

d) Where the Sellers agree to provide specially designed drawings or plans, the Buyer agrees that he is obliged to check the accuracy and suitability of such drawings or plans and that the Sellers shall not be liable for any omissions or inaccuracies in the measurements given. Any drawings or plans produced by the Sellers are, and remain, their property and may not be reproduced in whole or in part without written consent.

e) If the buyer claims or detects a defect in the goods, the Buyer will either return those goods to the Sellers promptly or, if the goods are retained by the Buyer, indemnify and keep the Seller indemnified against all liability and claims which may arise out of or incidental to the defect.

4. DELIVERY BY THE SELLERS

a) Any dates quoted for delivery of the goods are approximate only and the Sellers shall not be liable for any delay in delivery of the goods howsoever caused. Time for delivery shall not be of the essence unless previously and expressly agreed by the Sellers in writing.

b) Where goods are offered for delivery to a site, the Sellers' obligation is to deliver as near to the site as safe hard roads permit. The Buyer is to provide at its own expense the labour required for unloading and stacking.

c) The Sellers reserve the right to deliver goods by instalments and in such event each instalment shall be treated as a separate contract, save that the delivery of further instalments may be withheld until such goods contained in earlier instalments have been paid for in full.

d) Where goods are held by the Sellers awaiting delivery instructions, they may be subject to a storage charge. For account holding customers, payment for these goods must be made on or before the last day of the month following the month of invoice, for non-account holding customers payment must be at the time of ordering.

5. DELIVERY BY THE BUYER

a) Delivery of the goods shall be made by the Buyer collecting the goods at the Sellers' premises at any time after the Sellers have notified the Buyer that the goods are ready for collection or, if some other place for delivery is agreed by the Sellers, by the Sellers delivering the goods to that place.

b) On being given a notice of delivery to some place other than the Sellers' premises as provided in Clause 5 (a) above, the Buyer is responsible for arranging prompt unloading of the motor transport at the final destination. Any additional costs incurred due to delays in discharging motor transport are for the Buyer's account provided such delays occur during the accepted working hours applicable to the area of destination.

c) If the Buyer fails to take delivery of the goods then, without prejudice to any other right or remedy available to the Sellers, the Sellers may: -

(i) store the goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) or storage; or

(ii) sell the goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the contract or charge the Buyer for any shortfall below the price under the contract.

d) The Sellers' liability to the Buyer, whether for breach of contract or otherwise shall not in any event exceed the price of the goods.

6. DAMAGE, LOSS, SHORT DELIVERY

a) On delivery, the Buyer shall examine the goods for defects and completeness. Thereafter, no claim for damage in transit, for shortage in delivery or loss of goods will be entertained unless, in the case of damage, a separate notice in writing is given to the Carriers or to the Sellers within three days of the receipt of the goods, followed within 14 days of the date of advice of despatch by a complete claim in writing, or in the case of loss of goods, a separate notice in writing and a claim is given to the Sellers and Carriers within 14 days of the date of the Sellers' advice of despatch to the Buyer. In all cases a signature "unexamined" shall be deemed to be an unconditional acceptance of the goods.

b) The Sellers shall not in any circumstances be liable, whether in contract or tort, to the Buyer for any indirect or consequential loss or damage (including, without limitation, loss of profits, loss of contracts or damage to property) or for any claim against the Buyer by any third party and the guarantee given by the Sellers hereunder shall not be transferable to any person.

c) The Sellers' liability for damage or non-delivery of goods duly notified in accordance with the above shall in any event be limited to replacement of the goods within a reasonable time (or, at the Sellers' option, refunding the price thereof) whether the damage or non-delivery is due to the Sellers' negligence or otherwise.

d) The Buyer may not withhold payment of any invoice or other amount due to the Sellers by reason of any right of set-off or counterclaim which the Buyer may have or allege to have or for any reason whatsoever.

7. SALES "TO ARRIVE"

Sales made "to arrive" are subject to shipment and the safe arrival of goods at the designated port. Any variation in total of the war risk insurance rate or of any change, tax, levy, duty or import on the goods shall be for the Buyer's account.

8. GOODS SOLD "TO ARRIVE"

a) For goods sold "to arrive", instructions for delivery shall be given in time for them to be carried out upon arrival. In the absence of such instructions or if delivery is through collection by the Buyer and the Buyer fails to collect such goods when they become available for collection, the provisions of Clause 5 (c) hereof shall apply.

b) The cost of sea freight is included in the contract price in such cases and is based on the cost of fuel oil at time of contract. The Sellers reserve the right to impose a surcharge on the Buyer equivalent to any increase in sea freight costs levied on the Sellers under any fuel oil cost variation clause in the Sellers' contract with the shipper.

9. CREDIT AGREEMENTS

a) Where the Sellers have granted the Buyer a credit facility, the price for the goods and/or service shall be paid by the Buyer on or before 30 days after the date of the relevant invoice ("the due date") or, if the Sellers shall so require under Clause (b) of this Clause, to be paid on demand without any period of notice.

b) The Sellers reserve the right to withdraw or vary credit facilities at any time by summary written notice to the Buyer without either giving any reason for so doing, or thereby incurring any liability to the Buyer.

c) If the Buyer takes goods from the Sellers in excess of the Buyer's credit limit, the Sellers may require payment on delivery for such excess of goods.

10. TERMS OF PAYMENT

a) Unless credit facilities have been granted to the Buyer or unless otherwise specifically provided in writing, the price for the goods shall be paid by the Buyer in cash on delivery and in default the Sellers shall be entitled to withhold delivery until payment. In the case of non-cash sales, the Sellers shall be entitled to charge and recover interest from the Buyer on the price of the goods calculated at the rate of four per cent per annum above the Midland Bank PLC base rate from time to time from the due date until date of full payment.

b) The discounts allowable to the Buyer are those shown on the Sellers' quotation only, and unless otherwise expressly agreed in writing, no other discounts or commissions are to become due or allowable to the Buyer (any previous course of dealing between the parties notwithstanding).

c) Where it is a term of the contract that payment of any of the Sellers' invoices is dependent upon the issue of the certificate of a third party, such as an architect or engineer, the due date for payment of the invoice is not later than 14 days after the issue of the relevant certificate.

11. LATE PAYMENT

a) When payment of any of the Sellers' invoices is overdue, the Sellers may suspend its performance of the contracts to which the invoice relates and/or of any other contract then subsisting between the Sellers and the Buyer.

b) In the event of legal action being taken by the Sellers against the Buyer for breach of payment obligations hereunder, the Buyer shall be responsible for all costs and disbursements incurred by the Sellers on a full indemnity basis.

12.1 RISK AND LIABILITY

Risk of damage to or loss of the goods shall pass to the Buyer at the time of delivery or, if the Buyer wrongfully fails to take delivery of the goods, the time when the Sellers have tendered delivery of the goods. For the purpose of this Clause, "delivery" shall mean the arrival of the goods at the place of delivery of the Buyer where delivery is by the Sellers, or the safe loading of the goods into the Buyers' vehicles at the Sellers' premises where delivery is through collection by the Buyer.

12.2 RETENTION OF TITLE

a) Notwithstanding delivery and the passing of risk in the goods or any other provision of these conditions, the property in the goods shall not pass to the Buyer until the Sellers have received in cash (or cleared funds) payment in full of the price of the goods and all other goods agreed to be sold by the Sellers to the Buyer for which payment is then due.

b) Until such time as the property in the goods passes to the Buyer, the Buyer shall hold the goods as the Sellers' fiduciary agent and bailee, and shall keep the goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Sellers' property. Until that time the Buyer shall be entitled to resell or use the goods in the ordinary course of its business (the Buyer dealing as principle), but shall account to the Sellers for the proceeds of sale or otherwise of the goods, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any monies or property of the Buyer and third parties and, in the case of tangible proceeds, properly stored, protected and insured. Whenever requested by the Sellers, the Buyer shall produce to the Sellers a copy of the policy of insurance relating to the goods.

c) Until such time as the property in the goods passes to the Buyer (and provided the goods are still in existence and have not been resold), the Sellers shall be entitled at any time to require the Buyer to deliver up the goods to the Sellers and if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the goods are stored and repossess the goods.

d) The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the goods which remain the property of the Sellers, but if the Buyer does so, all monies owing by the Buyer to the Sellers shall (without prejudice to any other right or remedy to the Sellers) forthwith become due and payable.

e) At the Sellers' request the Buyer shall promptly deliver the prescribed particulars to the Registrar of Companies in accordance with the Companies Act 1985, Part XII (as amended) and shall provide evidence of this to the Sellers.

13. CUSTOMER CANCELLATION OF ORDERS

Contracts and order and parts thereof may be cancelled only by the Sellers' written acceptance of such cancellation. Where the Sellers accept such cancellation, the Sellers reserve the right to charge the Buyer with the amount of any losses or expenses directly or indirectly resulting from such cancellation. Where the Sellers do not accept such cancellation the Sellers reserve the right to recover the invoice price from the Buyer and to charge the Buyer with additional losses both direct and indirect resulting from such cancellation. In any case where the Sellers were required to place a deposit with a manufacturer or supplier in respect of an order, the Sellers may require the Buyer to reimburse such sum in the event of cancellation.

14. DIMENSIONS

Measurements of size, weight or finish of goods are nominal in accordance with normal trade usage and the Sellers do not accept liability for variations due to normal manufacturing processes or the cutting to size of the goods.

15. CONSENTS

The obtaining of any necessary consents for the installation of the goods whether from local or other authorities or for ensuring that the installation of the goods is in accordance with the provisions of any by-laws, regulations or statutes shall not be the responsibility of the Sellers.

16. FORCE MAJEURE

The Sellers shall not be liable to the Buyer or be deemed to be in any breach of the contract by reason of any delay in performing, or any failure to perform, any of the Sellers' obligations in relation to the goods, if the delay or failure was due to any cause beyond the Sellers reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Sellers' control:-

- a) act of God, explosion, flood, tempest, fire or accident;
- b) war or threat of war, sabotage, insurrection, civil disturbance or requisition;
- c) acts, restrictions, regulations, by-laws, prohibitions or measure of any kind on the part of any governmental, parliamentary or local authority;
- d) import or export regulations or embargoes;
- e) strikes, lock outs or other industrial actions or trades disputes (whether involving employees of the Sellers or of a third party);
- f) difficulties in obtaining raw materials, labour, fuel, parts or machinery;
- g) power failure or breakdown in machinery.

17. INSOLVENCY, BANKRUPTCY

The Sellers shall have the right to terminate the contract forthwith where the Buyer becomes insolvent or bankrupt or makes arrangements with its creditors or suffers a receiver to be appointed or being a body corporate enters into liquidation (other than in connection with a reconstruction or amalgamation) in any of which cases the Sellers shall have no further obligation hereunder and the price for all goods delivered and work done shall become immediately due and payable.

18. GENERAL

a) Any provision of this contract which is or may be void or unenforceable shall to the extent of such invalidity or unenforceability be deemed severable and shall not affect any other provision of this contract.

b) Any waiver or forbearance by the Sellers (whether express or implied) in enforcing any of its rights under this contract shall not prejudice any of its rights to do so in the future.

19. LAW APPLICABLE

These conditions shall be governed and construed in accordance with English law and all disputes arising in connection therewith shall be submitted to the exclusive jurisdiction of the English courts.

8. About Electrosonic

Electrosonic is an international audiovisual and technology services company that designs, builds, and supports innovative technology solutions that create lasting experiences where people live, work, and play. We work at the intersection of technology, storytelling and architecture and will help you tell your story by leveraging talent and innovation in Design and Consulting, System Integration and Lifecycle Services.

Founded in 1964, Electrosonic has been recognised for its superior and unsurpassed technology master planning and system integration. With unique global capability, we deliver highly complex world-class projects, conference room technology, and executive briefing centres across a multitude of sectors including financial services, professional business, entertainment - theme parks, museums and visitor centres, gaming and hospitality, technology and media, energy and utilities.

Electrosonic provides a comprehensive scope of technical and professional services with expertise in ICT and Network Infrastructure, Security, Surveillance and Access Control, Audio, Video and Control Systems, Acoustics.

Electrosonic is Where Imagination Comes to Life.

Founded 1964 – Privately owned.

Professional Technology Services: Design, Build and Support.

Offices in Europe, North America, Asia and the Middle East.

Operates on a worldwide basis with a staff of more than 500 people.

A Service solutions business of over 160 dedicated staff in Europe and 35 in the US.

Annual Turnover in excess of \$100 million.

Markets: Professional Business Services, Financial Services, Technology, Sports, Theatre and Performing Arts, Theme Parks and Attractions, Transportation, Education, Energy and Utilities, Broadcast and Media, Museums and Visitor Centres, Retail and Hospitality.

Commitment to Quality, Environment and Health & Safety – Certified to ISO 9001, ISO 14001 and OHSAS18001

Committed to your Security - Certified Information Security Management System ISO27001

Electrosonic brings a unique breadth of experience to each project, backed by solid engineering skills, project management and quality production facilities. We understand every project is unique. Our dedicated corporate team specialises in interpreting client requirements and turning audiovisual and media needs into integrated systems that engage, excite and operate reliably in every environment. We eliminate the need for multiple vendors with our comprehensive range of services from technical design to systems integration and on-site support and maintenance.

Our Differentiators:

Deep understanding of Technology Standards

Expert Project Management

Standard Best Practice Programming & Implementation

Global delivery & processes

Talent & local presence

9. Health and Safety

Electrosonic is committed to achieving and maintaining an exemplary standard of Occupational Health and Safety throughout our business. Electrosonic are members of the British Safety Council and International Institute of Risk and Safety Management. The company processes are subjected to independent assessment and hold the Occupational Health and Safety Management System (OHSAS18001), SafeContractor and CHAS approvals.

10. Quality

Electrosonic operates a structured Quality management system (ISO9001). This system enables the company to monitor the quality of its products and service and drive a process of continuous improvement.

11. Environment

Electrosonic recognises and accepts that its business activities, products and services impact on the Environment. It is committed to continually improve its environmental performance and to the prevention of pollution. In support of this initiative, Electrosonic implemented an Environmental Management System (ISO14001) proving a sustainable approach.

12. Security

Electrosonic information security management system (ISO27001) adheres to a set of proven procedures that requires a stringent alignment of our business and IT activities which strengthen the security of our information infrastructure and ensures the availability, integrity and confidentiality of our client's data.

Our disaster and business continuity planning allows us to mitigate any loss, damage or interruption to our business operations. This enables us to maintain our operations and continue business as usual, providing assurance that your system will always be delivered, even if the worst happens.

The implementation of the ISO27001 standard demonstrates our commitment to the protection of our client's and partner's critical business data, allowing them to proceed in the knowledge that we have the best controls in place to identify and reduce any risks to confidential information. Our clients can be sure that we are trusted to handle their data safely and securely, ensuring that their financial information and intellectual property are protected.