

# TERMS & CONDITIONS

## Software & Business TERMS AND CONDITIONS

### 1. INTERPRETATION

1.1. In these Conditions unless the context otherwise permits:-

“Authorised Representative” means a person whose job title is that of Director, Senior Director or Managing Director.

“Customer” means the person, firm, company, entity or organisation with whom Reakt contracts for the sale of products and/or supply of Services.

“the Conditions/ these Conditions” means the standard terms and conditions of sale set out in this document or such replacement standard terms and conditions as are in force at the date of the Contract and which at that date appear on Reakt web site at and any other website owned by Reakt Media Ltd and/or which are available on request from Reakt Media Ltd.

“the Contract” means any contract for the purchase and sale of other supply of Products and/or the supply of Services by Reakt to a Customer.

“Reakt” means Reakt Media Ltd (registered in England Number 09327630)

“Products” means any Products (including, for the avoidance of doubt, software and instalments of the Products or any parts of or for them) sold by Reakt to a Customer.

“Services” means any services supplied by Reakt to a Customer.

1.2. The headings in these Conditions are for convenience only and shall not affect their interpretation.

### 2. BASIS OF SALE

2.1. All Contracts between Reakt and a Customer shall be governed by these Conditions to the exclusion of any other terms and conditions including without limit any terms on or referred to in any purchase order. It is the Customer’s responsibility to be aware of the Conditions as current from time to time. The customer’s acceptance of these conditions shall be made (in respect of the first Contract and all subsequent Contracts) either by (1) Customer providing a

purchase order to Reakt or (2) Customer accepting Products or Services from Reakt whichever occurs first.

2.2. No variation to these Conditions shall be binding unless agreed by letter signed by an Authorised Representative of Reakt.

2.3. No employee or agent of Reakt other than an Authorised Representative has any authority to make any representation at all concerning Products or Services and an Authorised Representative has no authority to make such representation other than by letter (an "authorised representation") and accordingly customer agrees that in entering into any Contract it does not rely on any unauthorised representation and Customer agrees it shall have no remedy in respect of any unauthorised representation (unless made fraudulently).

### 3. CUSTOMER IDENTIFICATION

3.1. In placing an order Customer may utilise one or a combination of account name, password, customer code or customer identification.

3.2. Customer agrees that Customer is entirely responsible for use of Customer's Identification and that it is Customer's responsibility to have in place security measures and procedures to ensure use of its Customer Identification only by authorised personnel for authorised purposes.

3.3. Customer agrees that Reakt is entitled to rely absolutely on any orders placed on Reakt, which have utilised Customer's Identification, and to deliver as directed by such orders and invoice and be paid in respect of such orders.

3.4. Reakt has the right to accept or decline any purchase order submitted by Customer.

### 4. Reakt INFORMATION

4.1. All Product pricing, description, availability and related information ("Information") provided by Reakt, in any form, is the property of Reakt or its vendors. Reakt hereby grants Customer a limited, non-exclusive, non-transferable license to use the Information for its internal use only for the purpose of Customer's purchases and sales of Products sold by it to Reakt. Reakt shall be entitled to stop the provision of Information at any time without notice. Customer agrees to hold in confidence and not to directly or indirectly use, reveal, report, publish, disclose or transfer to any other person or entity any of the Information or utilise the information for any purpose except as permitted herein. Reakt makes no warranty, either express or implied on the information or its accuracy. All Information is provided to purchaser "as is." Specifically but without limitation

Customer is not entitled to utilise Information for any purpose other than in the normal course of business of a Reseller and is not entitled to use, reproduce or display the Information in any way, which in Reakt's opinion; (1) would enable it to be identified as information obtained from Reakt (2) would enable comparison of the Information with other suppliers information relating to products or (3) could be damaging to Reakt's business interests.

## 5. ORDERS AND SPECIFICATIONS

5.1. The Customer shall be responsible to Reakt for ensuring the accuracy of the terms of any order.

5.2. Reakt reserves the right to make any changes in the specification of the products, which are required to conform to any applicable safety or other statutory requirements.

5.3. No order, which has been placed by Customer, may be withdrawn or cancelled by Customer except with the agreement by letter, fax or email of an Authorised representative of Reakt.

5.4. Notwithstanding any other terms of these Conditions it is agreed that the provision or display of Product pricing and other Information (as defined in clause 4.1) by Reakt to Customer does not amount to an offer by Reakt to sell such product at that price or on any other terms. Supply of such Information is only an invitation to treat. An order by the customer for Product or Services shall be the offer.

5.5 Reakt reserves the right to cancel any orders placed by the customer at any time.

## 6. PRICE OF THE PRODUCTS

6.1. All prices are subject to change without notice and subject to the provisions of clause 6.2. All prices will be established at the time the order which gives rise to a Contract is received by.

6.2. If Customer agrees to place an order for Product not available at the time of order (a "Backorder") such order shall be irrevocable and be deemed to be for the product at the price established at the time the Backorder is taken or confirmed plus any increase charged by Reakt due to increase of its suppliers price to Reakt or direct costs to which Reakt becomes subject (including without limited costs resulting from currency fluctuation). Reakt shall only increase its price by such levels is necessary to maintain its percentage margin at the same level as would have resulted from sale at the price prevailing at the time the Backorder was placed.

6.3. Unless otherwise agreed by letter by an Authorised Representative of Reakt all prices exclude the cost of delivery.

6.4. All price and charges are exclusive of any applicable Value Added Tax, which the customer will be additionally liable to pay to Reakt.

6.5 Any redeemable offer or redeemable voucher either verbal or in writing can only be used once and cannot be used in conjunction with any existing discounted offers.

6.6 Vouchers or Promotions may have the date's changed at our discretion. We reserve the right to cease any promotions or vouchers or any details at any time.

6.7 Any items that are provided as "Free" or "Added Extra" have a retail value of zero. We reserve the right to refuse exchange or refund on any items sold in this manner.

## 7. TERMS OF PAYMENT

7.1. Unless Reakt has previously agreed in writing with the customer that products shall be supplied on credit, payment for products dispatched either through collection or delivery, must have been fully paid, and payment cleared on or prior the agreed collection or delivery date. Items will not be released until full payment has been received.

7.2. Where Reakt has agreed to supply the Products on credit Customer shall pay the price of the Products within 30 days of the date of Reakt's invoice notwithstanding that the property in the Products has not passed to the Customer. Invoices will be dated the day of dispatch of the Products. Reakt shall be entitled at its absolute discretion to alter payment terms (other than on concluded Contracts) and withdraw or alter any credit limit granted at any time without notice.

7.3. The time of payment of the price shall be of the essence of the Contract. If the Customer fails to make a payment on the due date then without prejudice to any other right or remedy available to it Reakt shall be entitled to:-

7.3.1. Cancel the Contract or suspend any further deliveries or suspend any services to the Customer.

7.3.2. Appropriate any payment made by the Customer to such of the Products as Reakt may think fit (notwithstanding any purported appropriation by the Customer).

7.3.3. Charge the Customer interest (both before and after judgement) on the amount unpaid at the rate of 5% per annum above Barclays Bank plc base rate from time to time until payment in full is made such interest being calculated on a daily

basis.

7.4. A £1000 deposit is taken as a non-returnable deposit on all Booth purchases to cover administration costs.

## 8. DELIVERY

8.1. Delivery of the Products shall be made by Reakt to such place as shall have been agreed between Reakt and the Customer. Unless the Customer shall have notified Reakt in Writing within 5 working days of the date of Reakt's invoice that the products have not been delivered then delivery shall be deemed to have taken place in accordance with the Contract and the Customer shall not be entitled to raise any claim of short or mis-shipment. Reakt is entitled to issue its invoice on or after the date of dispatch of Products from its facility.

8.2. Reakt shall be entitled to assume that any person who both reasonably appears and claims to have authority to accept delivery who signs a note in respect of the products on behalf of the Customer shall in fact have the authority.

8.3. Any dates quoted for the delivery of Products are approximate only and Reakt shall have no liability to the Customer of any delay in delivery of Products howsoever caused.

8.4. Where Products are to be delivered in instalments each delivery shall constitute a separate Contract and failure by Reakt to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to treat the Contract as a whole as repudiated.

8.5 We cannot be held responsible for third party strikes or goods being held at customs.

8.6 Notifications of missing items or queries with the Delivery must be made within 3 working days of the receipt of the Delivered Items.

8.7 Please notify us or report any damaged items via courier within 3 days of receiving those, all reported incidences of damage after this time will not be considered for damages.

## 9. RISK AND PROPERTY

9.1. Risk of damage to or loss of Products delivered to United Kingdom locations shall pass to the Customer at the time of delivery or if the Customer wrongfully fails to take delivery of Products at the time when Reakt has tendered delivery of the Products.

9.2. Risk of damage to or loss of Products to International locations (locations

deemed outside of the United Kingdom by Reakt) shall pass to the Customer at the time of despatch / collection from the Reakt offices.

9.3. Notwithstanding delivery and the passing of risk of the Products or any other provisions of these Conditions the property in the Products shall not pass to the Customer until Reakt has received in cash or cleared funds payment in full of the price of the Products and all other Products and Services previously sold or supplied by Reakt to the Customer for which payment is then due.

9.4. Until such time as the property in the Products passes to the customer the Customer shall hold the Products as Reakt's fiduciary agent and bailee and shall keep the Products separate to those of the Customer and third parties and properly stored protected and insured and identified as Reakt's property.

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

## 10. WARRANTIES AND LIABILITY

10.1. Reakt does manufacture the physical Products and subject to the conditions set out below in this clause 10 Reakt sells the Products with the benefit of the manufacturer's warranty. Where the products comprise computer software or photo booth equipment developed by Reakt, Reakt warrant these under the terms of the end user license agreement. Where the Products comprise computer software not developed by Reakt, Reakt sells the Products with the benefit of the manufacturer's warranty.

10.2. Reakt will accept liability for defective Products and replace and repair items that were broken on arrival, this is limited to main systems, Screens and excludes the Frames due to the nature and environment these are used, the frames also have to be checked by the operator for wear and tear and any broken or worn parts should be replaced. The seat option should only be used for one person seated to maximum weight of 60kg,

When using the Seat you must ensure that the screen says "DO NOT LEAN BACK ON THE PHOTOBOOTH" leaning back on the booth when seated can cause THE PINS TO BREAK The seat option is only available for solid standing even ground and cannot be used on uneven surfaces, as seat support is available for this. The seat

support will take weight up to 170kg. only to the extent that Reakt is entitled to make a claim under the manufacturer's or publisher's,

10.3. Software, Service and equipment. The software is provided by Reakt. Reakt will under no circumstances be held responsible for error with the software. Reakt will discuss bugs found and rectify the bugs as soon as is convenient to do so. Reakt will not be liable for failure of equipment, software or services that prevent or restrict an event either before or in progress or any refunds arising from such a fault.

10.4. Dead on Arrival warranty or other defective goods terms and actually obtains from the manufacturer or publisher a refund credit repair or replacement in respect of the defective Products. For example and without limit if the manufacturer's or publisher's defective goods terms requires that Product is returned direct to it or a nominated service provider Reakt cannot and shall have no obligation to accept a return or and/or grant a credit for such Product.

Reakt shall be under no liability in respect of any defect arising from fair wear and tear; wilful damage; negligence; abnormal working conditions; failure to follow Reakt's or the manufacturer's or publisher's instructions (whether oral or in writing) misuse or alteration or repair of the Products without Reakt approval. Reakt shall be under no liability under the above warranty if the total price of the Products has not been paid.

Beta testing product

If you have purchased a product in beta testing and issues either hardware or software arise. The issues will be looked into and rectified if possible. In all these rectifications the product must be returned to head office at the operators cost with software being updated remotely

10.5. All warranties, conditions or other terms implied by common law or statute, or otherwise in connection with the sale or supply of goods or goods or services (save, in the case of goods at to title) are excluded to the fullest extent permitted by law.

10.6. Any claim by the Customer which is based on a defect in the quality or condition of the Products shall be notified to Reakt. Upon notification of any such claim by the Customer Reakt shall either notify the Customer whether the policy of the manufacturer of the Products is to deal with the Customer direct (in which case the Customer shall deal with the manufacturer direct provided Reakt gives

sufficient details to enable the customer so to do) or shall provide the Customer with an RMA number (in which case the Customer shall return the Products to Reakt in their original UNMARKED packaging together with details of the RMA number and the Customer's name and address). This clause 10.4 shall only apply to Product. Customer is entitled to return to Reakt as provided in these Conditions.

10.7. Reakt shall not be liable to the Customer for any economic or financial loss or damage (including without limit, any loss of profits, loss of revenue liabilities incurred by the Customer to third parties, or additional expenses incurred or the cost of time spent) or any consequential, indirect or special loss or damage costs expenses or other claims for consequential compensation whatsoever (including without limit loss of or damage to data or loss of goodwill ) incurred or suffered by the Customer and in every case howsoever caused or arising (and whether caused by the negligence of Reakt, its employees or agents or other wise).

10.8. Reakt's liability for direct loss or damage arising from damage to tangible property for which Reakt is liable shall be limited to the VAT exclusive price of the relevant Product or Service in connection with which any claim for damage or loss is made.

10.9. Warranties on Hardware such as Printer (Mitsubishi) Touch Screen and SLR Camera's are with the manufacturer themselves and must be returned to the respective manufacture for any repair.

10.10. Reakt shall not be liable to the Customer or be deemed to be in breach of any Contract by reason of any delay in performing or any failure to perform any of Reakt's obligation in relation to the Products if the delay or failure was due to any cause beyond Reakt's control. Without prejudice to the generality of the foregoing the following shall be regarded as causes beyond Reakt's control:-

10.10.1 Act of God; explosion; flood; tempest; fire or accident.

10.10.2 War or threat of war; sabotage; insurrection; civil disturbance or requisition.

10.10.3 Acts; restrictions; regulations; bylaws; prohibitions or measures of any kind on the part of any governmental or parliamentary or local authority.

10.10.4 Import or export regulations or embargoes

10.10.5 Strikes; lock outs or other industrial actions or trade disputes (whether involving employees of Reakt or a third party)

10.10.6 Difficulties of Reakt's supplier in obtaining raw materials; labour; fuel parts or machinery



10.11 End of Line – Some equipment may become end of line during the warranty period. On such an occasion the nearest replacement will be sourced. Additional costs may occur if the model specified is more expensive than the original End of Line item. These costs will be passed onto the customer.

10.12 Nothing in these Conditions shall in any way exclude or limit any liability Reakt may have for death or personal injury caused by its negligence.

10.13 Refunds will be given when the item returned has been thoroughly checked for damage and must still be in totally new condition.

## 11. RETURNS AND HIRE

11.1. If Reakt agrees to accept the return of any Products (other than for the purpose set out in Clause 10 above) or agrees to carry out repairs to other Products which have not been purchased from Reakt or agrees to repair Products which are out of warranty the Customer shall not send the same to Reakt unless they are accompanied by an RMA number previously advised by Reakt and a copy of the suppliers sales invoice and are sent in their original packaging or same or similar material.

11.2. If Reakt has agreed to carry out repairs or to replace Products (or any parts thereof) other than for the purpose set out in clause 10 above the Customer irrevocably authorises Reakt to carry out such repairs or provide such replacements as shall place the Products in proper working order.

11.3. Reakt shall accept no liability for any damage to or loss in transit in Products returned to Reakt whether under this Clause or under Clause 10 above.

11.4. If Reakt has agreed to accept the return of products other than for the purpose of carrying out any other repair or replacement the products must be returned in their original packaging and in a clean resalable condition failing which Reakt will refuse to accept the same and the Customer shall remain liable for the price thereof.

11.5. Reakt cannot accept any returns for products that are deemed to have been used.

11.6. Once collection note has been signed, our terms and conditions are considered agreed to. No full refunds will be given on faulty or non faulty items, in the case of faulty items, repairs will be carried out. If items are returned but not faulty, a 50% refund will be given on the total cost of the sale only. If Reakt has agreed to accept the return of products refunds for Funds related to software or

hardware items will be returned within 14 days of the initial request.

11.7. All received goods (Systems, Hardware, Booth Skin's, Panels, anything with artwork and all booth consumables etc) must be reported as damaged within 24 hours of receipt.

11.8. Any damage made by courier returns require us to be notified within 3 days of receipt and then in writing within 7 days. After this period no claims for damage for couriered items can be claimed.

11.9 When a returned item is received the employees of Reakt Media Ltd will test the items. If is found to be in working order a charge of £85.00 per hour and 30% restocking fee will be charged to the customer.

11.10 All refunds will be made once equipment has been checked and are confirmed to be present and correct with no parts missing or damage evident. Once this has been established, refunds will be sanctioned no later than 48 hours.

11.11 All items returned without an RMA Number that are not authorised returns will be charged at £150.00 per week storage fee, starting 7 days from receipt of return. The item will not be available for delivery/collection until this storage fee has been cleared.

## 12. INSOLVENCY OF CUSTOMER

12.1. This Clause applies if:-

12.1.1 the Customer makes any voluntary arrangements with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation otherwise than for the purposes of amalgamation or reconstruction.

12.1.2 an encumbrancer takes the possession or a receiver is appointed of any of the property or assets of the Customer or

12.1.3 the Customer ceases or threatens to cease carrying on business or

12.2 Reakt reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.

12.3. If this Clause applies then without prejudice to any other right or remedy available to Reakt, Reakt shall be entitle to cancel the Contract or suspend any further deliveries or services under the Contract without any liability to the customer and if the Products have been delivered and not paid for then the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

12.4. Deposits for Hired items will be returned if the item is found to be in good

working order and returned within the specified time. Any monies for posting/delivery are not refunded.

### 13. CONFIGURATION

13.1. On agreement Reakt will provide configuration Services to Customer.

Configuration Services will be at the price agreed at the time the order is taken or confirmed. The Customer shall be solely responsible for the accuracy of its order, the specification of the components and their configuration and for ensuring that the configured product specified is satisfactory for the purposes for which it is required including without limit that it has sufficient overall functionality, and will support, be compatible and inter-operable with any hardware, software or middleware with which it is intended to operate.

13.2. Any supplied hardware by the purchaser is the sole responsibility of the purchaser to make sure is fully compatible, as we cannot be held responsible for any problems arising in conjunction with third party hardware or drivers. We also cannot be held responsible for problems arising from third party software with our software.

13.3. Refunds on software will not be given due to supplied hardware not being compatible or having defects.

13.4. Configuration Services will have a warranty of 14 days from the date of shipment to the Customer. Reakt sole liability (and the Customer' sole remedy against Ingram) in respect of any defective Services for which Reakt is responsible shall be the repair by Reakt or at Reakt's option replacement of the Product on which the Services have been performed. (If any alleged defect shall be attributable to defect in Product the provisions of clause 10 shall apply). Claims in respect of defective Services must be made within 21 days of the date of delivery / collection of the configured Product.

### 14. GENERAL

14.1. Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principle place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving notice.

14.2. No waiver by Reakt of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

14.3. If any provision of these Conditions is held by any authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provisions in question shall not be affected thereby.

14.4. The Contract shall be governed by the laws of England and the Customer submits to the exclusive jurisdiction of the English Courts.

14.5 General maintenance for example, Loose screws, Loose lights, Loose clips, are the responsibility of the operators not the manufacturer

## 15. WARRANTY POLICIES

15.1. Products are fully warranted to the original owner against defects in materials and workmanship for the lifetime of the product. If a product ever fails due to a manufacturing defect, even after extended use, we will repair the product, without charge, or replace it, at our discretion. This warranty does not cover damage caused by accident, improper care, negligence, normal wear and tear, or the natural breakdown of colours and materials over extended time and use. Damage not covered under warranty will be repaired for a reasonable rate and a fee will be charged for return shipping. For warranty evaluation, your product must be returned directly to Reakt. All shipping to Warranty must be pre-paid and insured. Photo booths cannot be liable for lost in-bound packages.

Reasonable wear and tear is not included.

This warranty gives you specific legal rights; you may have other rights. This warranty policy supersedes all previous warranty policies.

External Warranties are with the manufacturing company of that particular item and the external companies return policies and Terms and Conditions apply.

Reakt Media Ltd will help as much as we are able via support, however if it is felt that the product needs manufacturer intervention you will need to send the product back to the manufacturer as the warranty of the product is with them and not Reakt Media Ltd. This applies to Camera's, Printers, Computers, Touch Screens and anything that has a Warranty from an external company.

15.2. Our products are covered under warranty, to the original owner, for the lifetime of the product.

15.3. As stated on our Outlet receipts, Photo Booths warranty does not cover merchandise purchased in our Outlet stores. Photo Booths Warranty Department will repair Outlet store products for a reasonable charge.

15.4. We manufacture all of our products to meet our superior standards. However, regardless of how carefully you use, or how well you care for your Photoboosts product, it will eventually begin to show age and wear. The Photoboosts warranty covers defects in workmanship and materials, regardless of the age of the product, but it does not cover normal wear and tear.