

# Media686 Terms & Conditions of Trade

## 1. Definitions:

The "Seller" means Media686. The "Buyer" means any firm, person or company who places an order with the seller. The "Goods" means any goods or services supplied by the Seller to the Buyer.

## 2. Conditions Applicable:

Unless specifically agreed beforehand, the Conditions of this contract will always prevail over any conditions stipulated by the Buyer. All disputes arising shall be governed by English Law.

## 3. Specific Conditions of Sale:

The Seller retains the right to decline to trade with a buyer. If in the event of payment having already been received from the buyer, this payment is deemed refundable in full.

## 4. Price

The price charged for goods and services shall be quoted in advance by the Seller to the Buyer. The Seller reserves the right to alter its price list at any time without notice in accordance with cost variations.

## 5. Payment

Where terms of credit have been agreed by both the Buyer and Seller, the Seller's invoices are strictly payable within 30 days of the date of invoice. Should payment not be received in full by the due date, the Seller reserves the right to charge interest on any amount outstanding at the current Bank of England Base Rate plus 2% per month (accruing daily) together with any legal fees and costs incurred by the Seller in recovering monies due.

## 6. Delivery

Although every care shall be taken to ensure that a delivery date is met, the Seller shall have the right to cancel or delay a delivery if circumstances prevent the normal manufacturing process from being completed to the Seller's satisfaction. In the case of any shortfall in quality of the goods received by the Buyer, the Buyer must notify the Seller within two working days of the delivery date. The Seller will then investigate the matter within seven days and ensure that appropriate action is taken within a further fourteen days.

## 7. Risk and Title

The Buyer will assume the risk of the goods immediately upon receipt either by him, or an appointed agent. However, title to the goods shall remain in the hands of the Seller until that point at which full settlement has been received by the Seller. At any time before settlement, the Seller is entitled to recover goods held by the Buyer and for that purpose, the Buyer is deemed to have granted the Seller, or someone acting on the Seller's behalf, express rights to enter the Buyer's premises at which the goods are stored for repossession purposes. The Buyer's rights to resell any goods not settled in full will be deemed revoked in the event of the appointment of an administrative receiver to the Buyer.

## 8. Copyright

Upon placing an order, the Buyer must ensure that he is the owner of all necessary Copyright regarding the goods, or is acting upon instruction of the owner. The Seller reserves the right to request copyright proof of ownership and necessary licensing from the Buyer. The Buyer's failure to produce such documents is deemed sufficient reason for the Seller to terminate an order placed.

## 9. Audio or Video Masters

The Buyer assumes full responsibility for the content of any Master supplied to The Seller for the purpose of duplication. The Buyer must also ensure that they are fully satisfied with the content and operation of any Master before release to the Seller. The Seller reserves the right to refuse to reproduce any master that is deemed to contain offensive material and, in such an event, will terminate any order placed.

Where the Seller is required to produce a Master on behalf of the Buyer using audio or video files supplied by the Buyer, every effort will be made to satisfy the Buyer's specification in full. The Seller will provide a finalised master disc to the Buyer and it is then the Buyer's responsibility to ensure that they are fully satisfied with the content and operation of the master supplied by the Seller, before any reproduction takes place. Where this is not possible due to the time constraints of a placed order, the Buyer accepts full responsibility should there be any deviation from the Master specification supplied by the Buyer.

## 10. Force Majeure

The Seller will not be responsible for delays, damages and non-performance beyond the Company's reasonable control and in such cases reserves the right to delay or suspend delivery as circumstances permit. The Seller will ensure, however, that in such instances, the Buyer is kept aware of all relevant external circumstances.