

**MULTI MEDIA REPLICATION LTD (hereafter referred to as the seller)****1. APPLICATION**

1.1 These conditions apply to all contracts between the Seller and the Buyer referred to in the order and override all conditions stipulated by the Buyer (even if submitted in a later document); any other agreements between the parties relating to the subject matter of this order are terminated (except an agreement into which these conditions are incorporated).

1.2 No variation of these conditions is permitted unless agreed in writing by a director of the Seller.

**2. PRICE**

2.1 The price to be paid for the goods or the services will be the Seller's price at the date when the goods are despatched or the services are provided.

2.2 The price of goods includes the cost of Seller's standard packaging and delivery within the UK and Ireland by Seller's normal transportation; the price does not include VAT.

**3. PAYMENT**

3.1 Payment for the goods or services must be made within thirty days of the date of the invoice, unless otherwise specified on the invoice.

3.2 If payment is not made on the due date the Seller reserves the right to charge interest on the amount due at the rate of 2% above Nat West Bank Plc base rate current at the due date.

3.3 The Seller may at any time require the Buyer to make payment in advance of delivery or require security for payment.

3.4 If the Buyer fails to make payment by the due date or when required, the Seller may (without prejudice to any other remedy which it may have) cancel this contract and/or any other contract between the Buyer and the Seller and/or suspend delivery under this or any other contract until payment is made.

3.5 The Buyer will have no statutory or other right of set off.

**4. DELIVERY**

4.1 Delivery dates are approximate only and the Seller shall not be responsible for any loss or damage arising from any delay in delivering all or part of any goods ordered or delay in the provision of any services.

4.2 Without prejudice to Clause 4.1, the Seller will not be liable for any other breach of these conditions caused by any circumstances beyond the Seller's control including without limitation, any Act of God, explosion, fire, flood, war, hostilities, accident, delay in delivery or non-delivery by the Seller's suppliers, breakdowns or accidents to machinery, labour strike or dispute, order or decree of any court or action of any governmental authority, or any other causes or any circumstances beyond the Seller's control; on the occurrence of any of the above events the Seller reserves the right to cancel or suspend the whole or part of any delivery.

4.3 In the case of any order for goods of a type or description not normally held in stock by the Seller and therefore specially made, ordered or imported by the Seller to meet such order, the Buyer will accept goods 10% more or 10% less than ordered, the total price of the order being correspondingly adjusted.

**5. RISK AND PROPERTY**

5.1 Goods supplied to the Buyer will remain the property of the Seller until full payment in cash or cleared funds has been received by the Seller for those goods and for all other goods delivered or services supplied by the Seller to the Buyer in respect of which payment is outstanding.

5.2 Until title to the goods passes to the Buyer.

5.2.1 The Buyer will hold those goods as the Seller's bailee.

5.2.2 The Buyer will protect, store and identify the goods by reasonable means so that they can be recognised as the property of the Seller.

5.2.3 The Buyer may use the goods or sell them in the ordinary course of its business.

5.2.4 If the Buyer is in breach of any of its obligations to the Seller, or the order or the contract for the supply of goods is cancelled or capable of being cancelled under Clause 9 below, and provided the goods are still in existence and have not been resold, the Seller may (a) by notice to the Buyer require redelivery to it of the goods; and/or (b) with or without previous notice, retake possession of the goods and sell the goods. For the purpose of this clause the Buyer irrevocably authorises the Seller's representatives to enter the premises on which the goods are situated and remove the goods at the Buyer's expense.

5.3 Risk in all goods supplied to the Buyer will pass to the Buyer on delivery.

5.4 Buyer and seller undertake to make reasonable provision to meet data protection requirements

**6. INSPECTION**

6.1 If the goods or any of them are damaged or lost while in the custody of the carrier, the Seller will (at its option) either replace such goods or refund to the Buyer the cost or price of them, but the Seller's liability in connection with any such goods will not exceed the cost of replacement of them or the price paid by the Buyer for them.

6.2 The Seller will not be under any liability under 6.1 above unless the following conditions are strictly complied with:

6.2.1 In the event of non-delivery of a whole consignment of goods the Buyer must inform the Seller in writing within ten days of the date of the invoice.

6.2.2 In the case of damage to goods or loss of part of a consignment, the consignment must be inspected in the presence of the carrier. If any goods are damaged or lost the consignment note must be endorsed accordingly and the Buyer must notify the Seller within forty-eight hours of delivery, such notification to be confirmed in writing within the following five days.

**7. LIABILITIES**

7.1 Nothing in this clause will be deemed to exclude or restrict the Seller's liability for death or personal injury resulting from the Seller's negligence.

7.2 If any goods supplied or processed, or any services supplied or provided by, or on behalf of, the Seller prove on inspection to be defective in material or workmanship, the Seller will (at its option) replace the same or refund to the Buyer the price of the goods or services.

7.3 The Buyer will determine the suitability of the goods for its intended use and will not rely upon any responsibilities made by or on behalf of the Seller.

7.4 The Seller's liability under these conditions shall never exceed the cost of replacement of the price paid by the Buyer for the goods or services.

7.5 The Seller will not be liable for any consequential or indirect loss or damage (whether for loss of profit or otherwise) costs, expenses or other costs, expenses or other claims for consequential compensation whatsoever suffered by the Buyer whether this loss or damage arises from a breach of duty, in contract or in tort or in any other way (including loss or damage arising from the Seller's negligence).

7.6 Except as set out in these conditions, all warranties and conditions, whether express or implied, statutory or otherwise are excluded to the fullest extent permissible at law.

7.7 The seller may cease production immediately on being prevented from completing their contract by third party action or if there are reasonable grounds to doubt the buyers copyright or rights to copy. In the event the buyer agrees to pay all costs incurred to the date of cessation.

**8. OBLIGATIONS OF THE BUYER**

8.1 The Buyer warrants that:

8.1.1. The copyright in the Buyer's Material is vested in the Buyer and that the provision of the goods to the Buyer and/or any service provided by the Seller will not give rise to any infringement of copyright;

8.1.2 The Buyer's Material is free from and does not contain any defamatory, criminal or actionable matter;

8.1.3. The Buyer has paid or will pay when demanded all royalties whether in respect of copyright or otherwise which arise in respect of any material supplied by the Buyer or in respect of any Goods or services supplied by the Seller to the Buyer.

8.2 The Buyer is responsible for insuring the Buyer's material at all times and accordingly the Seller accepts no liability and excludes all responsibility in respect of any loss or damage howsoever arising to the Buyer's material.

8.3 The Buyer shall indemnify and hold harmless the Seller and keep the Seller indemnified and held harmless against all loss and damages, costs and expenses suffered or incurred as a result of any claim or action that may be made against the Seller by any third party, in relation to any rights in the Buyer's Material and/or the Seller's copying use or possession thereof and against any other claim, action or proceedings arising from the said material, together with the Seller's costs and expenses incurred in relation to any claim, action or proceedings as aforesaid.

8.4 The Buyer agrees to provide all relevant information to reasonably investigate a problem.

**9. TERMINATION**

If there is appointed a Receiver, Administrator or Administrative Receiver of the Buyer's property or assets or any part of them, or a court order is made or a resolution is passed for the winding-up of the Buyer (except for the purpose of amalgamation or reconstruction) or if the Buyer commits any act of bankruptcy, or any bankruptcy petition is presented against the Buyer (or any analogous proceedings under the law of any country outside the United Kingdom are commenced), the Seller may by notice in writing to the Buyer cancel all orders and contracts between the Seller and the Buyer or any part of them remaining unfulfilled.

**10. LAW**

All contracts between the Seller and the Buyer shall be governed and construed in accordance with the Laws of England, and the Buyer agrees to submit to the jurisdiction of the Courts of law in England in respect of them.