

TERMS AND CONDITIONS OF SALE.

Please bring the details below to the attention of the persons within your organisation who deal with the ordering of our Goods/Services (including facilities) and related paperwork in these terms and conditions. The following words have the following meanings:

The Company – Wickens Media Services Ltd
Goods/Services - All/any Goods/Services (including facilities) offered for sale by the company

The Customer - Any third party/ies who order or purchase Goods/Services from the Company

1. These terms and conditions apply to Goods/Services provided by the Company to the exclusion of any other terms and conditions the Customer may seek to impose.

2. Acceptance in full of these terms and conditions is confirmed by the Customer ordering Goods/Services from the Company.

3. Acceptance of Orders.

- 1) The Company's quotations are made without engagement and are therefore subject to confirmation in writing by the Company on receipt by it of the order. An accepted order may only be varied or cancelled with the Company's written consent which will not in any way prejudice the Company's right to recover from the Customer full compensation for any loss or expense arising from such cancellation.
- 2) Engagements made by the Company's agents or representatives are only valid when confirmed in writing by a Director of the Company.

4. Price and Payment

- 1) Quoted charges do not include:-
 - (i) VAT
 - (ii) The cost of effective delivery or
 - (iii) Additional costs arising from the quality of the Customer's materials being unsuitable for normal transfer. If between the date of acceptance of order by the Company and the date of execution of that order the cost of any materials to be used or supplied by the Company is increased, the Company may increase the quoted price.
- 2) Credit can only be extended to clients who have a proven trading record. Where companies are set up for the sole purpose of making the one film The Company reserves the right to ask for 50% of the quoted price before commencing the work with the balance becoming payable on completion. Materials may be held until payment is cleared.
- 3) The Company reserves the right to submit interim invoice.
- 4) The Customer will make payment in full within 28 days of the date of invoice.
The company reserves the right to charge interest at the rate of 2% per month on all amounts overdue. Further the customer will be liable for all costs incurred in the collection of the amounts outstanding after the due date of payment on a full indemnity basis.

5. Customer's Materials

- (a) Risks and Insurance. The Company will use all reasonable care in providing the Goods/Services. However, all Customer's materials are received and remain at the Customer's risk whilst in the company's custody and should be insured by the Customer to their full replacement value.
- (c) Removal. The Customer must remove its materials from the Company's premises within 4 months of the date of the final invoice failing which they shall belong to the Company who may dispose of them.

6. Quality

- 1) The quality of Goods/Services provided by the company depends upon the quality of the materials supplied by the customer. Accordingly, the Company cannot be responsible for:
 - i) Defects in the Customer's own materials,
 - ii) Compliance with the Customer's own instructions
 - iii) Where the Customer operates any of the Company's equipment, the incorrect operation of that equipment or
 - iv) Any defects which may be inherent in the relevant process and thereby unavoidable.
- 2) The Customer will only accept liability for a defect provided:-
 - i) The Customer gives written notice to the Company of the alleged defect, such notice to be received by the Company within seven days of delivery of the goods.
 - ii) The Customer affords the Company a reasonable opportunity to inspect the Goods and, if so requested by the Company, returns the allegedly defective Goods to the Company's works, carriage pre-paid for inspection to take place there.
 - iii) The Customer makes no further use of the Goods that are alleged to be defective after the time at which the Customer discovers or ought to have discovered that they are defective.

7. Exclusions.

- 1) Save where the same cannot be excluded by statute:-
 - i) All conditions terms and warranties expressed or implied are hereby expressly excluded.
 - ii) The Company will be under no liability for any loss or damage howsoever caused which arises in respect of indirect or consequential loss or damage.

- iii) The Company will be under no liability for any loss or damage howsoever caused which arises in respect of the Customer's liability to a third party whatsoever.
- iv) Without prejudice to any other terms of the Conditions, the Company will be under no liability for any loss or damage of whatever kind howsoever caused or arising unless the same is due to its wilful default.
- 2) Without prejudice to the generality of sub-paragraph 1) hereof all advice and recommendations given by or on behalf of the Company to the Customer as to the method of storing, applying or using the Goods, the purpose of which the Goods may be applied and the suitability of using the Goods in any manufacturing process or in conjunction with any other materials are given without liability on the part of the Company, its servants or agents.
- 3) In the event that notwithstanding the provisions of sub-paragraphs 1) and 2) hereof, the Company is found liable for any loss or damage, that liability will in no event exceed £1,000.

8. Installment Contracts.

The Company may perform by installments and each installment will be deemed to be under separate contract and no failure of or delay of any installment nor any defect in the content thereof will entitle the Customer to treat the Contract as repudiated with regard to any remaining installments.

9. Completion.

Every effort will be made to keep to any date specified but the Company accepts no liability in case of failure to do so. The Company will not be liable to make good any damage or loss arising directly or indirectly out of delay in delivery whether or not such delay in delivery is caused by the fault of the Company.

10. Delivery.

- 1) The Company will not be responsible for delivery to the Customer but may at its discretion arrange delivery on behalf of the Customer and at the Customer's sole risk.
- 2) If for any reason the Customer is unable to accept delivery of the Goods at the time when the Goods are due and ready for delivery, the Company will, if its storage facilities permit, store the Goods and the Customer will be liable to the Company for the reasonable cost (including insurance) of it so doing and will indemnify the Company on a full indemnity basis for transport and administration costs thereby incurred. This provision will be without prejudice to any other claim which the Company may have in respect of the Customer's failure to take delivery at the appropriate day.

11. Risk and Damage in Transit.

- Without prejudice to Clause 10 above, if the Goods are delivered by the Company:-
- 1) The risk therein will pass to the Customer when they are tendered for delivery.
 - 2) The Company will not be liable:-
 - i) For any delay, deviation, damage, loss or detention of the Goods in the course of transit or for mis-delivery or short delivery unless the Customer gives to the Company and to the carrier within 3 days of receipt of the Goods a written notice of the Customer's complaint.
 - ii) For non-delivery or non-arrival of the whole of any consignment of the Goods or of any separate package unless the Customer shall give to the Company and to the carrier a written notice thereof within 7 days of the date of notification of the despatch of the Goods.
 - 3) If the Goods are to be collected by the Customer from the Company's works, the risk therein shall pass to the Customer as soon as they have been loaded onto the Customer's agent's vehicle or if the Customer is collecting the Goods by hand as soon as the Customer or agent takes the Goods.

12. Customer's Responsibility.

Regulations and Union Agreements - The Customer will ensure that its employees, subcontractors and agents:-

- i) obey fire and safety regulations and any other statutory requirements relating to the Company's premises.
- ii) comply with the Company's instructions in operating any of the Company's equipment or facilities, and;
- iii) observe the provisions of all applicable Union Agreements.
- iv) and the Customer will indemnify the Company against loss of whatever nature arising from any failure to do so.

13. Sub Contract.

The Company may without consent (but without reducing its obligations to the Customer) sub-contract all or any of its rights and obligations to provide Goods and Services.

14. Lien.

The Company will in respect of all unpaid debts due from the Customer under the same or any other contract have a general lien over goods and property of the Customer in its possession although such goods or some of them may have been paid for and will after the expiration of 14 days notice to the Customer be entitled to dispose of such goods and property as it deems fit and apply the proceeds towards such debts.

15. Screen Credits/Promotion.

The Customer will permit appropriate screen credits for the Goods/Services provided by the Company and will permit the

Company to use any of the Customers promotional material on the Company's Social Media sites.

16. Studios.

All construction and electrical work in the Company's studios will be subject to the approval and under the control of the Company.

17. Force Majeure.

- 1) The due performance of the contract is subject to cancellation or variation by the Company as a result of any act of God, war, riot or civil dispute, strikes, lock-outs or other labour dispute, fire, flood, drought or accident, Legislation requisitioning or other act or order by any government department or other duly constituted authority or of any other cause whether of the foregoing classes or not beyond the Company's control. In such event no liability will attach to the Company by reason of cancellation or variation of any contract.
- 2) Completions may be wholly or partially suspended and the time of suspension added to the original contract in the event of stoppage, delay or interruption of work in the establishment of the Company before or during the delivery period as a result of any of the causes set out above or any causes whatsoever beyond the control of the Company.

18. Termination.

If the Customer makes default in or commits any breach of its obligations or if the Customer commits any act of bankruptcy or has any execution or distress levied upon any of its goods or property or being a limited company if any resolution or petition to wind-up its business is passed or presented or a receiver of the whole or any part of its undertaking property or assets or any part thereof is appointed, the Company will have the right forthwith to determine any contract then subsisting without prejudice to any claim or right the Company might otherwise make or exercise.

19. Misrepresentation.

Any error, omission, misrepresentation or mis-statement in the Agreement or in the course of negotiations leading thereto will not entitle the Customer to rescind the Agreement nor will the Customer be entitled to any damages or compensation in respect thereof.

20. Waiver.

The Company's rights and remedies will not be prejudiced by any indulgence or forbearance to the Customer and no waiver by the Company of any breach by the Customer will operate as a waiver of any subsequent breach.

21. Effect of Legislation.

The unenforceability or invalidity of any clause or sub-clause of these Conditions will not affect the enforceability or validity of the remainder and if any of these conditions or any part of one of them is rendered, void, voidable or unenforceable to that extent and no further.

22. Proper Law.

The Uniform Law on the International Sales of Goods will not apply to this contract. The construction, validity and performance of this contract will be governed by the Law of England.
The paragraph headings herein are only aids to reference and will not affect the construction of these conditions.

23. Arbitration.

Any dispute under the Contract will be referred to an arbitrator of arbitrators to be appointed by the parties or in default of agreement by the President of the Law Society for the time being and his or their decision shall be binding on both parties and this shall be a submission to arbitration within the Arbitration Act 1952/79 or any statutory modification thereof for the time being in force.

24. Hire of Equipment.

Any equipment hired to the Customer will be hired at the customer's own risk, and should be insured by the customer for the full value of the equipment to cover for loss, damage and any other unforeseen eventuality. Equipment will return on the stated date and time, in the condition it was hired in. Failure to do so will result in extra charges to the customer.

25. Storage of tapes.

Unless specifically requested in writing, we maintain no insurance cover on goods and material held on our client's behalf and therefore, we assume no liability whatsoever. If requested to insure, premiums are subject to quotation. Goods will be charge from the beginning of the calendar month in which they received. All goods are logged in and out using a computer database.

26. Copyright.

The Company will take in good faith that all copyrights of material transferred has been sort by the customer.