

## **Terms and Conditions**

.....  
These standard terms will be deemed incorporated into any contract for the sale and purchase of goods sold by Studio Creations Ltd unless and to the extent that they may be varied by an authorised employee of Studio Creations Ltd.

### **1 INTERPRETATION**

1.1 In these Conditions "Conditions" means the standard terms and conditions set out in this document and (unless the context otherwise requires) includes the particulars of any sale as set out in a delivery note issued by Studio Creations Ltd to the Customer and any special terms and conditions otherwise agreed in writing by an authorised employee of Studio Creations Ltd.

"Customer" means the person who accepts a quotation made by Studio Creations Ltd for the sale of Goods or whose order for Goods is accepted by Studio Creations Ltd. "Studio Creations Ltd" means Studio Creations Ltd, 102 Little Bushey Lane, Bushey, Herts WD23 4RE. "Contract" means the contract for the sale and purchase of Goods. "Writing" includes telex, cable, facsimile transmission or other comparable media acceptable in a Court of Law in England.

1.2 Any reference in these Conditions to any provision of any statute shall be construed as a reference to that provision as amended re-enacted or extended at the relevant time.

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

1.4 Any reference in these Conditions to an authorised employee of Studio Creations Ltd shall mean any director of Studio Creations Ltd.

1.5 If a Customer comprises more than one person the liability of such persons shall be joint and several.

1.6 Any typographical clerical or other error or omission in any sales literature quotation price list acceptance or offer invoice delivery note or other document issued by Studio Creations Ltd shall be subject to correction without any liability on the part of Studio Creations Ltd.

### **2 FORMATION OF CONTRACT**

2.1 All Contracts entered into by Studio Creations Ltd shall be deemed to incorporate these Conditions to the exclusion of any other terms and conditions whether appearing in any document or other communication used by the Customer in concluding any contract with Studio Creations Ltd or otherwise.

2.2 All Contracts are personal to the Customer specified on Studio Creations Ltd's delivery note and may not be assigned provided that Studio Creations Ltd shall in its discretion be entitled to assign or otherwise deal with the whole or any part of the liabilities of the Customer to Studio Creations Ltd as Studio Creations Ltd shall deem fit.

2.3 If the identity of the Customer shall be wrongly specified or misrepresented to Studio Creations Ltd on any order accepted by Studio Creations Ltd the individual specifying the Customer shall be liable personally to Studio Creations Ltd as if the Customer.

2.4 No variation to these Conditions shall be binding on Studio Creations Ltd unless agreed in writing by an authorised employee of Studio Creations Ltd.

2.5 Studio Creations Ltd's employees or agents are not authorised to make any representations concerning Goods unless confirmed by an authorised employee of Studio Creations Ltd in writing. In entering into the Contract the Customer acknowledges that it does not rely upon and waives any claim for breach of any such representations which are not so confirmed.

2.6 Any advice or recommendation given by Studio Creations Ltd or its employees or agents to

the Customer or its employees or agents as to the storage application or use of Goods which is not confirmed in writing by an authorised employee of Studio Creations Ltd is followed or acted upon at the Customers entire risk and expense and Studio Creations Ltd shall not be liable for any such advice or recommendation not so confirmed.

### **3 QUOTATIONS**

No quotation of Studio Creations Ltd shall constitute an offer and all quotations shall lapse after 30 days but may be withdrawn by notice at any time.

### **4 PRICES**

4.1 Prices quoted are, unless otherwise stated, ex-works exclusive of VAT carriage freight and insurance.

4.2 VAT will be charged at the rate appropriate at the date of the invoice.

4.3 Where a price is quoted in a currency other than £ sterling the invoice price unless otherwise agreed by an authorised employee of Studio Creations Ltd in writing will be calculated in £ sterling by reference to the mid-market rate offered by Studio Creations Ltd's bankers at the date of invoice.

4.4 Unless otherwise agreed by an authorised employee of Studio Creations Ltd in writing prices for Goods shall be as published by Studio Creations Ltd from time to time subject to alteration upon Studio Creations Ltd notifying the Customer at any time before invoice whereupon the Customer shall be entitled to cancel the Contract without liability in writing to Studio Creations Ltd within three days of receipt of such notice.

4.5 Where carriage freight or insurance is arranged by Studio Creations Ltd it will be at the cost of the Customer. Any such insurance shall exclude losses owing to terrorism.

### **5 PAYMENT**

5.1 Payment for Goods shall be made by the Customer upon receipt of invoice or otherwise in accordance with the terms stipulated on invoice or agreed with an authorised employee of Studio Creations Ltd.

5.2 The Customer shall not be entitled to withhold payment in whole or in part in respect of any claim it may have against Studio Creations Ltd under or arising from any other Contract.

5.3 Interest at the rate of 2 per cent per month compounded monthly shall be payable by any Customer on sums not paid to Studio Creations Ltd when due from the due date until receipt of payment inclusive of such interest in full by Studio Creations Ltd.

5.4 Time shall be of the essence of payment.

5.5 Should payment of any sums due to Studio Creations Ltd not be paid when due Studio Creations Ltd may in its discretion without prejudice to any other right or remedy available to it suspend or cancel any further deliveries to the Customer whether under the particular Contract or otherwise and in the case of suspension until payment of all outstanding amounts has been received by Studio Creations Ltd.

5.6 If the Customer fails for any reason to pay any sum owing to Studio Creations Ltd when due Studio Creations Ltd (without prejudice to any other remedy available to Studio Creations Ltd) may at any time thereafter without notice cancel the Contract in writing and shall thereafter resell the Goods at such price as Studio Creations Ltd shall consider reasonable. The Customer shall indemnify and keep indemnified Studio Creations Ltd against the difference between the invoice price to the Customer and the resale price together with all costs (including without limitation any professional costs) expenses and storage charges incurred pending or upon such

resale. Method of payment shall be at the discretion of Studio Creations Ltd.

## **6 DELIVERY AND PACKING**

6.1 Unless otherwise agreed in writing by an authorised employee of Studio Creations Ltd delivery of Goods shall be ex Studio Creations Ltd's principal premises or at Studio Creations Ltd's discretion from manufacturers or other premises in the United Kingdom.

6.2 If Studio Creations Ltd agrees to arrange delivery pursuant to any Contract delivery shall be at the risk and expense of the Customer and if made by a third party carrier shall be subject to the third party's standard terms and conditions whether or not the Customer shall have prior notice of the same.

6.3 No liability shall attach to Studio Creations Ltd for failure to deliver at any stated time or on any stated date nor shall Studio Creations Ltd have any liability for any delivery made to the stated address when unattended or attended by a person or persons other than the Customer.

6.4 Where delivery is to be arranged by Studio Creations Ltd the right is reserved to deliver Goods in more than one consignment and without prior notice.

6.5 Studio Creations Ltd shall not be obliged to comply with any of the Customers packing instructions or requests. The specification for packing shall be in Studio Creations Ltd's entire discretion in such materials and in such quantities as Studio Creations Ltd shall think fit.

## **7 RISK**

From the time of despatch or collection from Studio Creations Ltd's premises (or from manufacturers or other premises in the United Kingdom) Goods shall be at the entire risk and expense of the Customer.

## **8 PROPERTY IN GOODS**

8.1 Notwithstanding delivery or the passing of risk or any other provisions of these Conditions or other provisions which may be implied in these Conditions the property in Goods shall not pass to the Customer until Studio Creations Ltd has received payment in full of all sums which may then be due or owing by the Customer to Studio Creations Ltd whether under the particular Contract relating to Goods or any other Contract. For the purposes of this clause 8 payment is made to Studio Creations Ltd in the case of cash when released to Studio Creations Ltd's control to the exclusion of the Customer and in the case of payment by any other method when money is irrevocably credited to Studio Creations Ltd's bank account and all claims in respect of such money by or through the Customer are excluded.

8.2 Until the property in Goods passes to the Customer the Customer shall hold Goods as Studio Creations Ltd's fiduciary agent and bailee and shall keep Goods separate from those of the Customer or any other person properly stored identified as belonging to Studio Creations Ltd protected and insured. Until property so passes the Customer shall be entitled to sell or reuse Goods in the ordinary course of its business but shall hold the proceeds (tangible and intangible) of any resale reuse or of any insurance claim upon trust for Studio Creations Ltd and shall account to Studio Creations Ltd for the same and shall keep all such proceeds separate from its own monies or property and in the case of tangible proceeds stored protected and insured.

8.3 Until the property in Goods passes to the Customer (and provided Goods are still in existence and have not been resold} Studio Creations Ltd shall be entitled to require the Customer to deliver up Goods to Studio Creations Ltd upon demand and if the Customer fails to do so Studio Creations Ltd is authorised by the Customer to enter onto any premises of the Customer or any third party where Goods are stored and repossess Goods.

8.4 The Customer shall not be entitled to pledge or in any way charge by way of security or otherwise Goods which remain the property of Studio Creations Ltd but if the Customer purports to do so Goods shall be returned immediately to Studio Creations Ltd.

8.5 The customer's right to possession of Goods which remain the property of Studio Creations Ltd shall forthwith terminate if the Customer being an individual commits an available act of bankruptcy or being a company does anything or fails to do anything which would entitle a receiver liquidator or administrative receiver to take possession of any assets of the Customer or which would entitle any person to petition to wind up the Customer.

8.6 If the Customer has not received the proceeds of any sale of Goods admixed with others the property in which has not passed to the Customer within seven days the Customer will if called upon by Studio Creations Ltd so to do assign to Studio Creations Ltd all rights against the person or persons to whom the Customer has supplied Goods and shall indemnify and keep indemnified Studio Creations Ltd against all costs and expenses incurred by Studio Creations Ltd in enforcing such rights in such manner as Studio Creations Ltd shall deem fit.

## **9 ACCEPTANCE**

The Customer shall inspect Goods within three days of collection of Goods or of delivery if arranged by Studio Creations Ltd and shall within such period notify Studio Creations Ltd of any defects or shortages in writing. If the Customer fails to give such notice Goods shall be deemed for all purposes to be in accordance with this Contract and the Customer shall be bound to pay for the same in full.

## **10 WARRANTY**

10.1 Subject to the succeeding provisions of this clause 10 Studio Creations Ltd warrants that Goods will correspond with their specification upon delivery and will be free from defects in material and workmanship for such period and subject to such conditions as are specified by the manufacturer of Goods whether in documents accompanying Goods or otherwise.

10.2 The above warranty is given by Studio Creations Ltd subject to the following conditions:-

10.2.1 Studio Creations Ltd shall have no liability in respect of any defects in Goods arising from any drawing specification or design supplied by the Customer.

10.2.2 Studio Creations Ltd shall have no liability for fitness or suitability for purpose.

10.2.3 Studio Creations Ltd shall have no liability in respect of any defect arising from fair wear and tear wilful damage negligence abnormal working conditions excessive use failure to follow manufacturer's instructions misuse alteration or repair without the manufacturer's approval.

10.2.4 Studio Creations Ltd shall have no liability in respect to Goods if the total price for Goods has not been paid by the due date for payment or any money shall be due from the Customer to Studio Creations Ltd under any other Contract.

10.2.5 Studio Creations Ltd's liability shall not exceed such sums as it is able to recover from the manufacturer of Goods having used reasonable endeavours so to do.

10.3 Subject as expressly provided by this clause 10 all warranties conditions and other implied terms are excluded to the full extent permitted by law. The statutory rights of consumers (within the meaning of the Unfair Contracts Terms Act 1977) are not affected by these Conditions.

10.4 Any claim relating to defects in Goods by the Customer must be notified in writing to Studio Creations Ltd within seven days of the date on which such defect is or ought to have been apparent.

10.5 Studio Creations Ltd in its own discretion shall be entitled in full satisfaction of any claim

by the Customer to replace Goods free of charge or by refund of the price paid but Studio Creations Ltd shall have no further liability to the Customer and without prejudice thereto except in the case of death or personal injury caused by Studio Creations Ltd's negligence Studio Creations Ltd shall have no liability to the Customer for any consequential loss or damage (whether for loss of profit or otherwise) costs expenses or other claims for consequential compensation whether or not caused by Studio Creations Ltd's negligence or that of its employees or agents which arise out of or in connection with the supply of Goods or their resale or use except as expressly provided by these Conditions.

10.6.1 (Subject always to the provisions of Clause 6.3 as to delivery) Studio Creations Ltd shall have no liability to the Customer or be in breach of contract by reason of any delay in performing or failing to perform its obligations to the Customer hereunder if the delay was caused by reason of any cause beyond Studio Creations Ltd's reasonable control which shall include (without prejudice to the generality of the foregoing) force majeure terrorism acts or omissions of any statutory of local authority import or export restrictions failure by any third party against whom Studio Creations Ltd is unable to make recovery (to the extent of such inability) and changes in law or regulations applying to Goods or to Studio Creations Ltd.

10.6.2 In the event of any such delay or failure Studio Creations Ltd may at its discretion cancel or rescind the Contract without liability by written notice to the Customer.

## **11 CANCELLATION**

11.1 In the event of any order being cancelled by the Customer prior to delivery of Goods in whole or in part Studio Creations Ltd reserves the right to invoice or otherwise hold the Customer liable for any losses incurred including (without prejudice to the generality of the foregoing) loss of profit charges for carriage freight insurance and handling charges.

11.2 Without prejudice to the generality of Clause 11.1 in the event of an order being cancelled in whole or in part Studio Creations Ltd shall be entitled to charge the Customer a handling charge equal to fifteen per cent of the total price of Goods not delivered.

11.3 If the Customer shall make default in any payment or commit any breach of any other obligation to Studio Creations Ltd under a Contract or under any other contract with Studio Creations Ltd or compound with or execute an assignment with its creditors or (being an individual) commit any act of bankruptcy or have a petition or receiving order in bankruptcy presented or made or (being a company) make any resolution to wind-up or suffer a receiver administrative receiver or manager of the whole or any part of its assets or business to be appointed or have a petition for its winding-up presented Studio Creations Ltd shall be entitled without prejudice to any other remedies or claims to cancel any orders of the Customer in whole or in part and stop any Goods in transit to the Customer.

## **12 CONFIDENTIALITY**

12.1 The Customer shall not (and shall procure that its employees and agents shall not) without prior written consent from an authorised employee of Studio Creations Ltd disclose to any third party any information or documentation or data on any other media of a confidential nature the property of Studio Creations Ltd save any such previously in the public domain.

12.2 The Customer shall not copy or reproduce any drawings or specifications or other written material supplied by Studio Creations Ltd in connection with Goods.

12.3 The Customer shall hold Studio Creations Ltd harmless in respect of any breach by the Customer or any third party who purchases or hires Goods from the Customer of any copyright or other intellectual property rights licensed to Studio Creations Ltd or as is provided with Goods.

## **13 EXPORT SALES**

13.1 The Customer warrants to Studio Creations Ltd that it is entitled to import the Goods to the country or territory of its direction without licence or other authority and without imposing any obligation or liability upon Studio Creations Ltd.

13.2 The Customer shall be solely responsible for complying with any legislation or regulations governing the importation of Goods to the country or territory of its direction and the transit thereto and for payment of any duties taxes or other impositions thereon.

13.3 If export licences from England are required or import licences to the country or territory of the Customer's direction or the transit thereto are required the Customer shall be responsible for obtaining the same with such assistance from Studio Creations Ltd as it may reasonably require subject to paying such reasonable charges as Studio Creations Ltd may require for time expended and any other costs and disbursements incurred.

## **14 MISCELLANEOUS**

14.1 No failure or delay by either party in exercising any remedy right power or privilege under or in relation to a Contract shall operate as a waiver of the same nor shall any single or partial exercise of any remedy right power or privilege preclude any further exercise of the same or the exercise of any other right power or privilege.

14.2 These Conditions supersede all prior agreements and arrangements between the parties relating to the sale of Goods by Studio Creations Ltd and all such agreements and arrangements are hereby terminated without prejudice to any rights which may have accrued to either party.

14.3 Any notice to be given under these Conditions shall if served on a company be addressed to its registered office if in England or at the option of the server at its principal place of business if different or such other address as shall have been notified by one party to the other. Any Customer whose has no registered office or place of business in England shall nominate to Studio Creations Ltd in writing an address for service in England.

14.4 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity and enforceability of the remaining provisions of these Conditions shall not thereby be prejudiced.

## **15 JURISDICTION**

15.1 These conditions shall be governed by and construed in accordance with the law of England.

15.2 The parties irrevocably submit for the benefit of Studio Creations Ltd to the exclusive jurisdiction of the Courts of England and Wales and in respect of any claim dispute or difference arising out of or in connection with these conditions or any Contract.