

1. **DEFINITIONS**
- 1.1 In these terms and conditions the following terms shall have the following meanings unless the context otherwise requires: -
  - 1.1.1 "the Seller" means Claudio Records Ltd;
  - 1.1.2 "the Buyer" means any person firm or Company placing an order with the Seller;
  - 1.1.3 "the Goods" means any goods articles or things supplied by the Seller to the Buyer.
  - 1.1.4 "the Services" means any services or processes supplied by the Seller to the Buyer.
2. **DISPUTES**
- 2.1 All disputes arising out of or in connection with this contract shall be governed by English law.
3. **PRICE**
- 3.1 The price charged for the Goods and Services will be that ruling on the date of despatch and will not include Value Added Tax or other government duty or tax as applicable on such date of despatch. The Seller reserves the right to alter its price at any time without notice.
4. **PAYMENT**
- 4.1 The Seller will provide an estimated cost for the Goods or Services which is payable in sterling in full at the time of ordering. The Seller will refund any over payments on completion of the order and the Buyer shall make payable any underpayments before delivery of the order.
- 4.2 At the Seller's discretion an amount equal to 50% of the estimated costs may be accepted by way of deposit with the balance becoming due before delivery of the Goods.
- 4.3 Where the Seller has agreed in writing to credit terms the Seller's invoices will be payable strictly net in sterling within 30 days of the date of invoice. In the event of non-payment by the due date the Seller reserves the right to charge interest on overdue balances at the rate of 3% per month (accruing from day to day) together with costs of recovery including legal fees and disbursements.
- 4.4 Payments made by credit card are subject to a 5% surcharge, which will be added to the net price.
5. **DELIVERY AND QUANTITY**
- 5.1 The Seller shall have the right to cancel or delay delivery if it is prevented from or delayed in manufacturing or delivering by normal route or means of delivery of the goods through any circumstances beyond its control. 5.2 The Seller shall have the right to reduce or increase the quantity of Goods in any one consignment to fulfil an order within a plus or minus range of 10%.
6. **SELLER'S WARRANTIES**
- 6.1 The Goods are warranted to accord with the usual specification under the licence system applicable to the Goods.
- 6.2 All other warranties or conditions as to quality, description or fitness for purpose (express or implied by statute, trade, custom, trade practice, licence or otherwise) are expressly excluded in so far as is reasonable. The Buyer shall examine a reasonable sample of the Goods on delivery and shall on discovering any defect give immediate written notice to the Seller to enable the complaint to be investigated before the remainder of the consignment is used or returned. No liability shall attach to the Seller hereunder unless and until this procedure has been carried out. The Seller (upon request) will provide a detailed set of proofs prior to printing and the Buyer will be responsible for all proof reading and the suitability of all finished Artwork.
- 6.4 The Seller (upon request) will provide or make available copies of the final master recordings prior to manufacture. The Buyer will be responsible for approving all final master recordings and any costs arising from any errors or omissions and subsequent changes after manufacture.
- 6.5 The Seller (upon request) will provide or make available copies of the final master recordings prior to manufacture. The Buyer will be responsible for approving all final master recordings and any costs arising from any errors or omissions and subsequent changes after manufacture.
7. **SELLER'S LIABILITY**
- 7.1 The Seller's total liability for any claim by the Buyer arising from any one act or default of the Seller (whether arising from the Seller's negligence or otherwise) shall not exceed the price of the Goods.
- 7.2 The value of any recordings made shall be deemed to be the cost price only of the raw materials used to convey such recordings and the Seller will not be liable for the value added by the recording process to any such raw materials.
- 7.3 The Seller shall not be liable for any consequential or indirect loss suffered by the Buyer whether this loss arises from a breach of duty in the contract or for and in any other way (including loss arising from the Seller's negligence). Non exhaustive illustrations of consequential or indirect loss would be:
  - (a) loss of Profits
  - (b) Loss of contract
  - (c) Damage to property of the Buyer or anyone else, and
  - (d) Personal injury to the Buyer or anyone else (but only in so far as such injury is not caused by Seller's negligence).
8. **TITLE AND RISK**
- 8.1 Risk in the Goods shall pass to the Buyer when the Goods are delivered to, or collected by, the Buyer or its agent.
- 8.2 Notwithstanding risk in the Goods passing in accordance with Clause 8.1 hereof title in the Goods shall not pass to the Buyer until whichever shall be the first to occur of the following: -
  - 8.2.1 Payment being received by the Seller for the Goods and Services and no other amounts then being outstanding from the Buyer to the Seller and;
  - 8.2.2 The Buyer selling the Goods in which case title to the Goods shall be deemed to have passed to the Buyer immediately prior to delivery of the Goods to the Buyer's customers.
- 8.3 Before title is passed to the Buyer under the terms of Clause 8.2 hereof and without prejudice to any of its other rights the Seller shall have the right to recover or resell the Goods or any of them and may enter upon the Buyer's premises by its servants or gents for that purpose.
- 8.4 Until payment due under all contracts between the Buyer and the Seller has been made in full;
- 8.4.1 The Buyer shall hold the Goods upon trust for the Seller;
- 8.4.2 In the event of the sale or hire of the Goods by the Buyer he shall hold the proceeds of such sale or hire on trust for he seller in a separate Bank account opened by the Buyer for this purpose;
- 8.4.3 The Seller shall be entitled to trace all such proceeds of sale or hire charges received by the Buyer through any Bank or other account maintained by the Buyer;
- 8.4.4 In the event of the sale or hire of the Goods by the Buyer in the ordinary course of its business the Buyer shall assign its rights to recover the selling price or hire charges from the third parties concerned to the Seller if required to do so in writing by the Seller.
- 8.5 As the insurable risk in the Goods shall pass to the Buyer as soon as the Goods are delivered to him or to his order and pending disposal the Buyer shall keep the Goods insured in the amount of the price at which the Goods were sold to the Buyer against all insurable risks.
- 8.6 If the Goods are destroyed by an insured risk prior to the same being paid for by the Buyer shall receive the proceeds of any such insurance as Trustee for the Seller.
- 8.7 The Buyer must give seven days notice in writing prior to the commencement date to cancel the order. The Seller may at their discretion refund up to 50% of the deposit less any expenses incurred by the Seller and the Seller hereby reserves the right to implement any other remedy available.
9. **COPYRIGHT AND BUYERS WARRANTY**
- 9.1 The Buyer warrants that it is the owner of the copyright in the subject matter of the Goods and if this is not the case it has been granted the necessary licence to process and procure the manufacture and sale of the copyright in the subject matter of the Goods and such manufacture and sale by the Seller will not infringe the rights of any third parties.
- 9.2 On request by the Seller the Buyer will produce proof of ownership of the copyright in the subject matter of the Goods or proof of licence of such copyright and/or the necessary licence granted by the Mechanical Copyright Protection Society or other such relevant organisation and pending such production the Seller reserves the right to cease all Services or manufacture of the Goods.
- 9.3 The Buyer hereby fully and effectually indemnifies the Seller against any and all claims against it by any third party in respect of the use of copyright in the subject matter of the Goods.
10. **GENERAL**
- 10.1 Each of these terms and conditions are to be treated as separate and independent.
- 10.2 If any Court finds that any of these terms and conditions fails under the requirements of reasonableness under the Unfair Contract Terms Act 1977 the Seller nevertheless excludes the relevant liability to extent that the Court finds reasonable.
- 10.3 These terms and conditions shall have precedence over any conditions appearing on the Buyer's Order or other documents emanating from the Buyer and any such conditions of the Buyer shall have no effect what so ever unless expressly accepted in writing by the Seller.
- 10.4 The headings in terms and conditions are for convenience only and are not intended to have any legal effect.
- 10.4 These terms and conditions will not prejudice any other terms and conditions of the Seller or any other legal agreements entered into between the Seller and the Buyer.
- 10.5 The Buyer by placing an order for Goods or Services from the Seller accepts the Standards Terms and Conditions herein.

**Claudio Records Ltd, Studio 17, The Promenade, Peacehaven, East Sussex, England, BN10 8PU**

Please complete the section below and return it together with your order and deposit to the above address.  
*(n.b. We regret that no work can be undertaken until we have received this signed acceptance)*

I/We accept Claudio Records Ltd Standard Terms and Conditions of Trading. [Ref: 26<sup>th</sup> October 2004 / ISA-01]

Signed .....Name.....Date.....

Company .....Position in Company.....