

TERMS AND CONDITIONS OF SALE

1. APPLICATION OF CONDITIONS.

All goods are sold by Plastic Head Music Distribution Ltd ("the seller") to any purchaser ("the buyer") upon the following terms which shall prevail over any terms contained in the buyer's order or in correspondence or elsewhere unless specifically agreed to in writing and signed by the seller.

2. PRICES.

The prices payable for the goods shall be those in the seller's price list current at the time of despatch, or as quotes. The seller reserves the right to revise all prices and specifications. VAT will be charged at the current rate where applicable.

3. PAYMENT TERMS.

a) All new customers will be subject to pro-forma trading terms until credit worthiness established.

b) Payment of invoices shall be made in full 30 days from the date of invoice unless specifically agreed with the seller. The seller reserves the right to charge interest on overdue accounts at the rate of 5% over Barclays Bank Plc's base rate to run from the due date for payment until receipt by the seller of the full amount whether or not after judgement.

c) The seller reserves the right to alter the amount of credit allowed to the buyer, either up or down, as the business situation changes.

d) The seller reserves the right to change the prices at any time without notice.

4. METHODS OF PAYMENT.

a) Payment, unless specifically agreed otherwise, must be in the form of one of the following: Cash, Postal Order, Cheques drawn on a UK Bank and payable in £ sterling, International Money Order, direct to the Sellers bank account.

b) An administrative charge of £10 will be made by the seller for each transaction of un-cleared or unpaid cheque.

5. DELIVERY.

a) Delivery dates mentioned in any acknowledgement of order or elsewhere are approximate only and are not of any contractual effect and the Seller shall not be under any liability to the Buyer in respect of any failure to deliver on any particular date or dates. Unless otherwise expressly agreed the Seller may effect the delivery in one or more instalments. Each instalment shall be treated as a separate contract.

b) Delivery shall be to the Buyer's premises unless otherwise agreed by the Seller.

c) The Buyer will be liable for a minimum carriage at the current rate. The Seller reserves the right to change this amount at any time without notice.

d) If the Buyer refuses or fails to take delivery of goods tendered the Seller shall be entitled to terminate the contract with immediate effect or to dispose of the goods as it may determine and the Seller reserves the right to recover from the Buyer a minimum handling fee of 15% of the total price of such goods (plus VAT thereon) which shall be paid by the buyer within 15 days of the date of invoice.

e) Where the Buyer contracts to freight the goods themselves responsibility for the goods shall pass to the buyer when the goods pass to their freight company or agent thereof.

6. RISK OF TITLE.

Risk in the goods shall pass to the Buyer on delivery. All goods supplied to the buyer shall remain the sole and absolute property of the Seller as legal and equitable property owner until such time as the Buyer shall have paid to the Seller the agreed price.

7. VARIATIONS AND RETURNS.

No returns of goods will be accepted for credit unless authorised by the Seller's Sales Department prior to despatch and the Seller reserves the right to charge the minimum handling fee specified in 4c above except in the case of faulty items. The Seller will be responsible for the cost of returning sent in error and faulty stock only. The customer will be responsible for the cost and security of returning all goods supplied on "Sale or Return".

9. LIABILITY.

i) The Seller shall not be liable to the Buyer:

ii) For the shortages in quantity delivered unless the Buyer notified the Seller of such claim within seven days of receipt of the goods.

iii) For damage to or loss of the goods or any part thereof in transit unless the Buyer shall notify the Seller of any such claim within seven days of receipt of the goods.

iv) For defects in the goods caused by fair wear and tear, abnormal conditions of storage or use in any act, neglect or default of the Buyer or of any third party: and

v) For other defects in the goods unless notified to the Seller within seven working days of receipt of the goods by the Buyer.

b)

i) where liability is accepted by the Seller under 8a the Seller's only obligation shall be at its option to make good any shortage or non-delivery and/or to replace any goods found to be damaged or defective and/or to refund the cost of such sample.

ii) The Seller's aggregate liability to the Buyer whether for negligence, breach of contract, misrepresentation or otherwise shall in no circumstances exceed the cost of the defective, damaged or undelivered goods which give rise to such liability as determined by the net price invoiced to the Buyer in respect of any occurrence of series of occurrences.

c) Subject to the foregoing all conditions, warranties and representations express or implied by statute, common law or otherwise in relation to the goods which are hereby excluded and the Seller shall be under no liability to the Buyer for any loss, damage or injury direct or indirect resulting from defective material, faulty workmanship or otherwise however arising and whether or not caused by negligence of the Seller, its employees or agents.

10. FORCE MAJEURE.

The Seller shall not be liable to the Buyer for loss or damaged suffered by the Buyer as a direct/indirect result of the supply of goods by the Seller being prevented, hindered, delayed, or rendered uneconomic by reason of circumstances or events beyond the Seller's reasonable control.

11. INSOLVENCY AND DEFAULT.

If the Buyer enters into a deed of arrangement or commits an act of bankruptcy or compounds with his creditors or if a receiving order is made against him or if an order is made or a resolution is passed for the winding up of the Buyer or if a receiver is appointed of any of the Buyer's assets or undertaking or if the Buyer takes or suffers and similar or analogous action in consequence of debt or commits any breach of this or any Seller may without prejudice to any of its other rights stop any goods in transit and/or determine the rights of the Buyer and condition 5 and/or by notice in writing to the Buyer determine the contract.

12. GOVERNING LAW.

The contract shall be governed by and construed in the accordance with English Law: the parties submit to the jurisdiction of English Courts.



SIGNED BY DIRECTOR / PARTNER:
NAME IN FULL:
DATE: