

STANDARD TERMS AND CONDITIONS FOR SUPPLY OF GOODS AND SERVICES

Photoxport Global Sales Limited

1 DEFINITIONS

In this document the following words shall have the following meanings:

-) "Agreement" means these Terms and Conditions together with the terms of any applicable Specification Document;
-) 1.2 "Customer" means the organisation or person who purchases goods and services from the Supplier;
-) 1.3 "Goods" means the goods described in a Specification Document which the Customer accepts and against which the Customer places an order.
-) 1.4 "Intellectual Property Rights" means all patents, registered and unregistered designs, copyright, trade marks, know-how and all other forms of intellectual property wherever in the world enforceable;
-) 1.5 "Services" means the services described in a Specification Document which the Customer accepts and against which the Customer places an order.
-) 1.6 "Specification Document" means a statement of work, quotation or other similar document describing the Goods and Services to be provided by the Supplier;
-) 1.7 "Supplier" means Photoxport Global Sales Limited of The Interchange Industrial Estate, Unit 41, 16 Coal Cart Road, Birstall, Leicester. LE4 3BY.

2 GENERAL

-) 2.1 These Terms and Conditions shall apply to all contracts for the supply of Goods and Services by the Supplier to the Customer.
-) 2.2 Before the commencement of the Services the Supplier shall submit to the Customer a Specification Document which shall specify the Goods and Services to be supplied and the price payable. The Customer shall notify the Supplier immediately if the Customer does not agree with the contents of the Specification Document. All Specification Documents shall be subject to these Terms and Conditions.
-) 2.3 The Supplier shall use all reasonable endeavours to complete the Services within estimated time frames but time shall not be of the essence in the performance of any Services.

3 PRICE AND PAYMENT

-) 3.1 The price for the supply of Goods and Services are as set out in the Specification Document. The Supplier shall invoice the Customer on completion of the Services or part delivery if applicable.
-) 3.2 Invoiced amounts shall be due and payable within 30 days of receipt of invoice. Except in the event of a bona fide dispute, the Supplier shall be entitled to charge interest on overdue invoices from the date when payment becomes due from day to day until the date of payment at a rate of 1.5% per annum above the base rate of the Bank of England. In the event that the Customer's procedures require that an invoice be submitted against a purchase order to payment, the Customer shall be responsible for issuing such purchase order before the Goods and Services are supplied.

4 SPECIFICATION OF THE GOODS

-) All shall be required only to conform to the specification in the Specification Document. For the avoidance of doubt no description, specification or illustration contained in any product pamphlet or other sales or marketing literature of the Supplier and no representation written or oral, correspondence or statement shall form part of the contract.

5 DELIVERY

-) 5.1 The date of delivery specified by the Supplier is an estimate only. Time for delivery shall not be of the essence of the contract and the Supplier shall not be liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods.
-) 5.2 All risk in the Goods shall pass to the Customer upon delivery.

6 TITLE

-) Title in the Goods and Services shall not pass to the Customer until the Supplier i.e. Photoxport Global Limited invoice has been paid in full.

7 CUSTOMER'S OBLIGATIONS

-) 7.1 To enable the Supplier to perform its obligations under this Agreement the Customer shall:
 -) 7.1.1 co-operate reasonably with the Supplier;
 -) 7.1.2 provide the Supplier with any information reasonably required by the Supplier;
 -) 7.1.3 obtain all necessary permissions and consents which may be required before the commencement of the Services provided that the Supplier has advised the Customer in writing of all necessary permissions and consents of which it is aware; and
 -) 7.1.4 comply with such other reasonable requirements as may be set out in the Specification Document or otherwise agreed between the parties.
-) 7.2 The Customer shall be liable to compensate the Supplier for any reasonable expenses directly incurred by the Supplier as a result of the Customer's failure to comply with Clause 7.1. 2 Photoxport Global Sales Limited. Terms and Conditions 1114

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7 CUSTOMER'S OBLIGATIONS Continued

-) 7.3 Without prejudice to any other rights to which the Supplier may be entitled, in the event that the Customer unlawfully terminates or cancels the Goods and Services agreed to in the Specification Document, the Customer shall be required to pay to the Supplier as agreed damages and not as a penalty the full amount of any third party costs to which the Supplier has committed, provided that the Customer has been advised in writing by the Supplier the detail and value of such commitments to third parties, and in respect of cancellations on less than five working days' written notice the full amount of the Goods and Services contracted for as set out in the Specification Document, and the Customer agrees this is a genuine pre-estimate of the Supplier's losses in such a case. For the avoidance of doubt, the Customer's failure to comply with any obligations under Clause 7.1 shall be deemed to be a cancellation of the Goods and Services and subject to the payment of the damages set out in this Clause
-) 7.4 Except in an event of Force Majeure as described in Clause 14 of this Agreement, in the event that the Customer or any third party, not being a subcontractor of the Supplier, shall omit or commit anything which prevents or delays the Supplier from undertaking or complying with any of its obligations under this Agreement, then the Supplier shall notify the Customer as soon as possible and:
 -) 7.4.1 the Supplier shall have no liability in respect of any delay to the completion of any project;
 -) 7.4.2 if applicable, the timetable for the project will be modified accordingly;
 -) 7.4.3 the Supplier shall notify the Customer at the same time if it intends to make any claim for additional costs. The Supplier may, at its sole discretion, a) to accept the claim and continue with the revised project schedule, b) open a negotiation with the Supplier to modify such claim or c) terminate the Agreement forthwith and only be liable to the Supplier for costs necessarily expended to the date of Termination together with any third party costs to which the Supplier has committed, provided that the Customer has been advised in writing by the Supplier the detail and value of such commitments to third parties.

8 ALTERATIONS TO THE SPECIFICATION DOCUMENT

-) 8.1 The parties may at any time mutually agree upon and execute new Specification Documents. Any alterations in the scope of Goods and/or Services to be provided under this Agreement shall be set out in the Specification Document, which shall reflect the changed Goods and/or Services and price and any other terms agreed between the parties.
-) 8.2 The Customer may at any time request alterations to the Specification Document by notice in writing to the Supplier. On receipt of the request for alterations the Supplier shall, within 5 working days or such other period as may be agreed between the parties, advise the Customer by notice in writing of the effect of such alterations, if any, on the price and any other terms already agreed between the parties.
-) 8.3 Where the Supplier gives written notice to the Customer agreeing to perform any alterations on terms different from those already agreed between the parties, the Customer shall, within 5 working days of receipt of such notice or such other period as may be agreed between the parties, advise the Supplier by notice in writing whether or not it wishes the alterations to proceed.
-) 8.4 Where the Supplier gives written notice to the Customer agreeing to perform alterations on terms different from those already agreed between the parties, and the Customer confirms in writing that it wishes the alterations to proceed on those terms, the Specification Document shall be amended to reflect such alterations and thereafter the Supplier shall perform this Agreement upon the basis of such amended terms.

9 WARRANTY

-) 9.1 The Supplier warrants that as from the date of delivery for a period of 1 year the Goods and all their component parts, where applicable, are free from any defects in design, workmanship, construction or materials.
-) 9.2 The Supplier warrants that the Services performed under this Agreement shall be performed using reasonable skill and care, and of a quality conforming to generally accepted industry standards and practices.
-) 9.3 Except as expressly stated in this Agreement, all warranties whether express or implied, by operation of law or otherwise, are hereby excluded in relation to the Goods and Services to be provided by the Supplier.

10 INDEMNIFICATION

-) The Supplier warrants that Goods and Services do not infringe any intellectual property or other proprietary right of any third party and will indemnify and hold harmless the Customer for any claims or actions by a third party arising from any such infringement.

11 LIMITATION OF LIABILITY

-) 11.1 Except in respect of death or personal injury due to negligence or fraudulent misrepresentation for which no limit applies, the entire liability of each party to the other party in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of negligence, shall be limited to the price paid by the Customer to which the claim relates.
-) 11.2 In no event shall either party be liable to the other party for any loss of business, loss of opportunity or loss of profits or for any other indirect or consequential loss or damage whatsoever. This shall apply even where such a loss was reasonably foreseeable or one party had been made aware of the possibility of the other party incurring such a loss.

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12 TERMINATION

Either party may terminate this Agreement forthwith by notice in writing to the other if:

-) 12.1 the other party commits a material breach of this Agreement and, in the case of a breach capable of being remedied, fails to remedy it within 30 calendar days of being given written notice from the other party to do so;
-) 12.2 the other party commits a material breach of this Agreement which cannot be remedied under any circumstances;
-) 12.3 the other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect; 3 Photoxport Global Sales Limited. Terms and Conditions 1114
-) 12.4 the other party ceases to carry on its business or substantially the whole of its business; or
-) 12.5 the other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

13 INTELLECTUAL PROPERTY RIGHTS

-) All Intellectual Property Rights produced from or arising as a result of the performance of this Agreement shall, so far as not already vested, become the absolute property of the Supplier, and the Customer shall do all that is reasonably necessary to ensure that such rights vest in the Supplier by the execution of appropriate instruments or the making of agreements with third parties.

14 FORCE MAJEURE

-) Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, the act or omission of government, highway authorities or any telecommunications carrier, operator or administration or other competent authority, or the delay or failure in manufacture, production, or supply by third parties of equipment or services, and the party shall be entitled to a reasonable extension of its obligations after notifying the other party of the nature and extent of such events. In the event that such event of Force Majeure continues for a period of 30 days, either party may terminate the Agreement.

15 INDEPENDENT CONTRACTORS

-) The Supplier and the Customer are contractors independent of each other, and neither has the authority to bind the other to any third party or act in any way as the representative of the other, unless otherwise expressly agreed to in writing by both parties. The Supplier may, in addition to its own employees, engage sub-contractors to provide all or part of the Services being provided to the Customer and such engagement shall not relieve the Supplier of its obligations under this Agreement or any applicable Specification Document.

16 ASSIGNMENT

-) Neither party shall be entitled to assign its rights or obligations or delegate its duties under this Agreement without the prior written consent of the other party, such agreement which will not be unreasonably withheld or delayed.

17 SEVERABILITY

-) If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed and the remainder of the provisions herein shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.

18 WAIVER

-) The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions of this Agreement.

19 NOTICES

-) Any notice to be given by either party to the other may be served by email, personal service or by post to the address of the other party given in the Specification Document or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent, if given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by post shall be deemed to have been delivered in the ordinary course of post.

20 ENTIRE AGREEMENT

-) This Agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written. Unless expressly provided elsewhere in this Agreement, this Agreement may be varied only by a document signed by both parties.

21 NO THIRD PARTIES

-) Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

22 GOVERNING LAW AND JURISDICTION

-) This Agreement shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts