

POPSHOTS STUDIOS LTD.

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STANDARD TERMS AND CONDITIONS

This Company does business only on its own terms and conditions hereinafter contained, and any attempt to exclude these or vary them by a customer shall be void and of no effect,

PAYMENT

Payment is strictly due on or before 17th December. All invoices are issued from date of shipment. No statements will be sent. All payments shall be made from the invoice. Goods will not be dispatched to customers whose account falls behind these terms. There are no authorized returns. Customers shall agree to pay all collection charges. All overdue accounts shall be subject to a 1.5% finance charge per month.

CARRIAGE

Orders of £100 invoice value and over are Carriage Paid within the mainland of England, Wales and Scotland. Carriage will be charged on orders below this value.

REFERENCES

A Bank reference and two trade references are needed before new accounts can be opened, also the Registered Address of Limited Companies. References will be taken up before orders can be processed.

PRICES

We reserve the right to alter prices without notice, and prices ruling will be those at time of delivery and not at time of order.

RETENTION OF TITLE AND RISK

- a) Until we have been paid in full for goods supplied, property in any such goods shall remain ours, although the risk passes to the purchaser at the time of delivery.
- b) If the purchaser fails to pay for the goods on the due date or commits any act of bankruptcy or in the case of a company if any resolution is passed or petition presented to wind-up the company or if a receiver is appointed of the purchaser's undertaking, we shall be entitled, without prejudice to any other remedy available to us, to recover possession of our goods at any time from the purchaser and for that purpose we, our servants or agents may enter upon any land or building of the customer upon which the goods are situated.
- c) The purchaser has a right to dispose of the goods in the course of his business for our account and to pass good title to the goods to his customer being a bona fide purchaser for the value without notice of our rights, but in the event of such disposal the customer shall have a fiduciary duty to us to account to us for the proceeds of sale (which shall be kept separate and identifiable from the customer's own monies) but may retain therefrom an excess of such proceeds over the amount then outstanding to us.

CHRISTMAS CREDITS

Providing the Christmas payment due date has been met, the Company will issue credit for unsold stock up to 50% of the order value, after Christmas. This stock is to be retained by the Customer and will be re-invoiced by the Company in October 2011.

DISPLAYS

Any PopShots fixtures given at no charge remain the property of PopShots Studios Ltd. We reserve the right to reclaim an FOC spinner, particularly if they are not being used. We reserve the right to charge an appropriate amount for spinners returned to us in a damaged or unusable condition.