

STANDARD TRADING TERMS & CONDITIONS FOR TRADE CREDIT ACCOUNT CUSTOMERS

of
The Imaging Warehouse Ltd. Stratford-Upon-Avon, England.

“We”, “Us”, “The Company”, “Our” refers to The Imaging Warehouse Ltd

“You”, “Customer” refers to the company or individual which has made the application to open the trade account

COVERAGE

This document is issued for the purposes of our agreement to offer a credit account facility with The Imaging Warehouse Ltd. This agreement will, by default, also cover purchases of product through any “Trading As” brand names or companies owned by The Imaging Warehouse Ltd.

ACCOUNT MANAGEMENT & PAYMENT METHOD

Upon receipt of this document duly completed signed and dated, your Trade Account will be officially open and your account reference and credit limit will be advised in a separate communication.

The terms of your account are based upon a strict 30 days nett arrangement. This means that all invoices on the account must be paid within 30 days from the date of the original invoice. The requested payment methods is by BACS (inter-bank direct transfer).

If applicable, any payment fees levied by the bank will be the responsibility of the account holder to pay.

In circumstances where you choose to pay your account by credit or debit card, a 2.50% surcharge will be levied on the amount paid to cover our additional administrative costs and transaction charges levied by the card processing company.

We reserve the right to suspend or withdraw an account or amend an account credit limit at any time without giving any prior notice or reason but you will be advised in writing. In all circumstances, non-payment of your account which goes 60 days beyond due date will result in the issuance of a county court summons for the full balance of your account and the action of its closure.

All invoice queries should be directed to our accounts department on 01789 739204 or email our accounts team at accounts@theimagingwarehouse.com.

GOODS & SERVICES

Goods may be supplied individually as items of hardware, software, media, a specific service or in a combination of these to meet with your specific requirements

PRICE

All prices are quoted on an Ex-Works basis and in the pre-agreed transaction currency setup on your trade account with us.

Discretionary special prices or discounts are only agreed by prior written agreement on an individual basis, for specific product categories, or combinations of items and will be stored/enabled within your customer record.

VAT

Value Added Tax at the current UK rate of 20% will be chargeable on all sales within the EU. VAT registered companies will be exempted from this charge on the provision of a valid copy of Certificate of Registration. All sales outside the EU are VAT exempt.

DELIVERY

Delivery times, whether quoted verbally or in writing, are an estimate only and do not form a binding contract of delivery on that specific date. The Imaging Warehouse will not be held liable for consequential losses incurred by any customer or their clients owing to delayed deliveries.

CARRIAGE CHARGES

Carriage and freight charges are generally accepted as being an additional charge on your invoices and calculated on an ‘ad-hoc’ basis dependent upon the volume and weight of what is ordered. You are able to nominate your own freight or parcel carrier at the point of ordering.

In certain circumstances, shipping charges may be waived and removed or a minimum order set only by our written agreement. Generally, a non-guaranteed delivery service is used but priority delivery services can be arranged for an additional charge.

PARTIAL DELIVERY

Customers will, at the time of ordering, be informed of any stock shortages – partial orders may then be sent by mutual agreement and all such part deliveries shall be deemed to constitute a separate contract.

ALL DELIVERIES:

RETURNS/DELIVERY SHORTFALL POLICY

The customer must carry out an inspection of any delivery within 3 working days of its receipt and all goods delivered must be checked thoroughly. Instances of shortages, incorrectly picked items, or damaged/faulty items must be notified immediately by e-mail, fax or letter. No responsibility for corrective action is accepted after expiry of the 3-day period. In the case of faulty goods, the product code, batch/serial number, date of purchase and a description of the fault should be given. If it is found that there is no fault, then all delivery and incidental handling costs will be chargeable to the Customer. We will provide a returns number for all UK Warranty returns, which should be noted on all correspondence. We reserve the right to refuse to process any returns without a returns number unless the return is due to the goods being faulty. Where goods have been ordered in error, an administration/restocking fee of 15% of each product's sales value may be chargeable – returned goods must be received in original packaging and in perfect condition, and within any applicable expiry date.

WARRANTY - NEW PRODUCTS

All products are warranted to be free from defects in material/ manufacture for a period of twelve months from the original date of purchase.

If the product, or any component part, be found defective within the warranty period, a free of charge replacement or repair will be made, subject to the item having been correctly used at all times in ADHERANCE TO THE OPERATING INSTRUCTIONS supplied.

EXCLUSIONS

Damage through misuse, tampering, unauthorised repair or modification, accidents or negligence. Damage to film, photographic and digital printing paper, and faults caused by exposure to chemicals, fluids and gases (other than those used in general household or studio environments)

RISK

Risk in the goods passes to the customer on delivery of the consignment in accordance with the agreed delivery terms of the sales contract

TITLE OF GOODS –

1. No Legal property in, or beneficial ownership of, the goods supplied to the Customer under any contract the Customer may have with the Company shall pass from the Company to the Customer unless and until the Customer has made full and complete payment in cash or cleared funds to the Company of:-
(i) All sums due from the Customer to the Company in respect of such goods and value added tax thereon; and (ii) All other amounts due from the Customer to the Company on any account whatsoever.
2. Not with standing anything contained in this clause, the goods are at the risk of the Customer at all times after they have been delivered to, or collected by, the Customer, or if the Customer wrongfully fails to take delivery of the goods, the time when the Company has tendered delivery of the goods.
3. If any sum due from the Customer to the Company on any account whatsoever remains unpaid, or if the Customer becomes insolvent, the Customer shall be deemed to have repudiated the Contract.
4. Until full payment has been made, the customer shall not be entitled to sell, transfer, lease, charge, assign by way of security, or otherwise deal in or encumber the goods (except as provided for in Clause 6 below) and the relationship between the Company and the Customer in respect of the goods shall be a fiduciary one and the Customer shall be a bailee of the goods.
5. The Customer shall keep the goods separate from those of the Customer and third parties and properly stored, protected, and insured (to the full contract price against all risks) and identified as the Company's property. The Customer shall on request supply the Company with a copy of such insurance policy and shall the interest of the Company noted on the policy.
6. Unless otherwise agreed in writing by the Company, the Customer may only resell or use the goods in the ordinary course of its business providing that such re-sale is:

- (i) at full market value;
 - (ii) on the Customer's own behalf with the Customer dealing as principal when making such sale; and
 - (iii) subject to this "Title of Goods" Clause and the sub-customer is aware of the Company's ownership of the goods and the contract between the Customer and the sub-customer contains a valid retention of title clause on the same terms as this clause.
7. The Customer grants the Company, its agents and employees an irrevocable license at any time, on reasonable notice, to enter any premises where the goods are stored in order to inspect them or where the Customer's right to possession is terminated, recover them in accordance with Clause 8 below.
8. The Company shall be entitled to terminate the contract in respect of which outstanding sums are due and all other subsisting contracts the Customer may have with the Company and to recover such goods, if necessary, by entry into, and removal of such goods from, the Customer's premises, wherever located, without prejudice to any other claims which the Company may have against the Customer.
9. For the purpose of this clause a Customer becomes "Insolvent" when the Customer convenes a meeting of its creditors or a proposal is made for a voluntary arrangement within Part 1 of the Insolvency Act 1986 (as amended) or a proposal for any other composition scheme or arrangement with (or assignment for the benefit of) the Customer's creditors or if the Customer is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or if a trustee, receiver, administrative receiver, administrator or similar officer is appointed in respect of all or any part of the business or assets of the Customer or if a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the Customer or for the making of an administration order or the appointment of an administrator (otherwise than for the purpose of an amalgamation or reconstruction).
10. On any termination or cancellation of any contract made under these conditions, howsoever caused, the Company's (but not the Customer's) rights under this "Title of Goods" Clause shall remain in effect.

LIABILITY

The Company does not exclude liability arising under Section 12 of the Sale of Goods Act 1979 (as amended) or for death or personal injury caused by its negligence or for fraudulent misrepresentation.

Under no circumstances whatsoever shall the Company be liable in contract, tort or otherwise for any claim, damage, loss or costs in respect of: –

(a) any loss of profit; (b) loss of use of money; (c) loss of anticipated savings; (d) loss of business; (e) loss of opportunity; (f) loss of goodwill; (g) loss of reputation; (h) loss of data; (i) any wasted expenditure; or (j) any indirect or consequential loss or damage, however sustained whether resulting from delayed delivery, or the supply of defective products. For the avoidance of doubt, the sub-clauses in this "Liability" Clause are intended by the parties to be severable.

The Company's maximum aggregate liability for all claims made by the Customer in relation to any contract shall not exceed the contract price for the goods, and the Customer agrees to insure adequately to cover claims in excess of such amount.

The Customer shall indemnify the Company against all losses, costs, claims, damages, expenses and liabilities in respect of or arising out of any injury, loss or damage whatsoever suffered by or occasioned to any person arising out of or in connection with the supply by the Company of the goods or any act or omission of the Customer in its performance of its obligations under the Contract, except where such claim or loss is a direct result of any negligent act or default of the Company.

VARIATION

Specifications of hardware, software or media may be changed or discontinued at any time in the interests of improved performance. Changes in specification and availability will be notified in writing or will be posted on the website

WAIVER

No waiver or delay or failure by the Company to exercise any rights or remedies shall prejudice or preclude any future or further exercise of that right or remedy

SEVERANCE

If any provision of these conditions shall be held invalid or unenforceable in whole or part then the unaffected provision (or part of the provision, as the case may be) shall remain in full force and effect.

GOVERNING LAW

All agreements and contracts are governed by English law. Any disputes arising from any default of payment will be resolved in the Courts of England.

<p><u>Company Details</u></p> <p>The Imaging Warehouse Ltd. 1A, Black Hill Industrial Estate Warwick Road Stratford-Upon-Avon CV37 0PT England United Kingdom</p> <p>Telephone: - ++ 44 (0) 1789 739200 Fax: - ++ 44 (0) 1789 731569 Email: - sales@theimagingwarehouse.com Website: - http://www.theimagingwarehouse.com</p>		<p><u>Our Bank Address</u></p> <p>Barclays Bank PLC West Midlands Corporate Team South Warwickshire Business Ctr PO Box 253 Leamington Spa Warwickshire CV32 4YG England</p>
<p>Paying in GBP £ use details below</p>	<p>Paying in Euro's € use details below</p>	<p>Paying in US Dollars \$ use details below</p>
<p>Sort Code 20-48-08 Account Number (GBP) 90162167 Account Name THE IMAGING WAREHOUSE LTD Swift Code BARCGB22 IBAN Number GB86 BARC2048 0890 1621 67</p>	<p>Sort Code 20-48-08 Account Number (GBP) 69914211 Account Name THE IMAGING WAREHOUSE LTD Swift Code BARCGB22 IBAN Number GB85 BARC2048 0869 914211</p>	<p>Sort Code 20-48-08 Account Number (GBP) 46418544 Account Name THE IMAGING WAREHOUSE LTD Swift Code BARCGB22 IBAN Number GB87 BARC2048 0846 418544</p>