

# Replication Centre Limited

## Replication Centre Limited (“the company”) Terms and Conditions of Sale

1 “The Company” shall mean Replication Centre Limited. “ Customer” - shall mean any person, firm, company, corporation, or other body contracting for the service of the company  
“The Contract” shall mean any contract now or hereafter made between the company and the customer.

2.(a)These conditions, without modification, shall apply to all contracts between the company and the customer except as otherwise agreed in writing by the company and the customer.

(b)Unless otherwise stated, the customer’s acceptance of the company’s offer shall form the contract.

3.The price(s) quoted in any offer made by the company is based on the current costs of productions and is subject to amendments by the company on or at any time after acceptance to meet any rise or fall in such costs.

4.The Customer acknowledges and agrees that The Company shall be entitled, at its discretion to sub contract the performance of the services (in whole or in part) to a third party. The Customer further acknowledges and accepts that the Company does not give any warrant, guarantee or other term as to the quality, fitness for purpose or otherwise of the services performed by such a third party and/or the product of such services, but shall, where possible, assign to the Customer the benefit of any warranty, guarantee or indemnity given by such third party to the Company in relation to such services.

5.(a)Unless expressly agreed full payment is due from the customer upon placing the order and the company will not proceed in any way with the order until such time.

(b)Where a credit account is agreed the price shall be paid to the company within thirty (30) days or such extended period as the company may agree in writing following the date of invoice, and without any withholding, set off, counterclaim or cross demand and in the event of non-payment within the said thirty days the company may treat the contract as repudiated, and in addition and without prejudice to such right the company shall be entitled to interest on the amount outstanding from time to time from the due date of payment at the rate of 2.0% per month.

(c)If the customer shall fail to pay any amount when it is due or be in breach of any term under this contract or any other contract with the company, then the company shall have the right (without prejudice to any of its other rights against the customer) on notice in writing being given to the customer to rescind the contract and to suspend delivery or to treat the price that is unpaid on all goods invoiced or despatched by the customer as having become forthwith due and payable by the customer and in substitution for the provisions contained in clause (a) of this condition. (d)All prices quoted or accepted are exclusive of VAT and the current rate at the date of the invoice and the contract prices shall be such plus VAT.

6.In the event of the customer going into liquidation or a receiver being appointed or the customer becoming bankrupt or circumstances arising which render in the sole opinion of the company any of the forgoing likely to occur, the company shall be entitled forthwith, on notice to the customer to terminate the contract without compensation to the customer but without prejudice to any rights of the company.

7.(a)Any delivery date given in writing or verbally within the contract is stated in good faith and the company will use its best endeavours to adhere to it, but time is not the essence and any delay in the delivery shall not entitle the customer to cancel the contract or to any damages where liquidated or not liquidated or compensation for loss by reason of or in consequences of such delay.

(b) The Company shall be entitled to deliver up to 10% plus or less of the quantity ordered by the Customer, for both the printed paper booklet, inlays, sleeves etc and for the finished product i.e. Compact Discs, Records, Videos etc. The Customer's order shall be considered to be completed by the Customer and the Company when a delivery of up to 10% plus or less of the quantity ordered by the Customer has been made.

(c) The risk in the work carried out shall pass on to the customer upon the despatch thereof from the company's premises or from a third party's premises which the company has appointed to carry work out on behalf of the company or three days after notification that the work has been completed whichever is the earlier.

(d) Should the work be suspended at the request of or delayed through any fault of the customer for a period of twenty days the company shall be entitled to payment for work already carried out and materials and services specifically ordered or carried out by the company.

8.(a) The Company's total liability for any claim or claims by the Customer arising from any one act or default of Company (whether arising from the Company's negligence or otherwise) shall not exceed the selling price of the goods to the Customer.

(b). The Company shall not be liable from a breach of duty in contract or for and in any other way (including loss arising from the Company's negligence). Non exhausted illustrations of consequential or indirect loss would be; loss of profit, loss of contract, damage to property of the Customer or a third party and personal injury to the Customer or a third party (but only in so far as such injury is not caused by the Customers negligence).

9.(a) The Company shall not be required or be under in obligation to produce or print any matter, which in its opinion is or may be illegal, obscene or defamatory nature.

(b)The customer shall indemnify the company in respect of any claim, costs and expenses arising out of any obscene or illegal product manufactured for the customer and against any infringement of copyright, patent, design or other rights.

10.Claims arising from damage delay or partial loss of goods in transit must be made in writing to the company and the carrier so as to reach them within three days of delivery and claims for non-delivery within seven days of despatch of goods. All other claims must be made to the company within ten days of delivery. Should the customer make no complaint within the said time periods the customer shall be deemed to have accepted the goods.

11.The property in the goods shall, notwithstanding delivery, remain in the company until full payment has been made by the customer and received by the company of the invoice price payable by the customer to the company under the contract. The customer grants to the company, its agents and employees an irrevocable right to enter any premise where the goods are or may be stored in order to inspect them and where the title to the goods remain vested in the company after the time for payment of the invoice is due, the right to recover them without any further formality or notice to the customer.

12.In the event of one or more of the provisions hereof being made invalid, illegal or unenforceable in any respect of the validity, legality or enforceability of the remaining provisions shall not in any way what so ever be affected or impaired thereby.

13.Without prejudice to other remedies, the company shall, in respect of all unpaid debts due from the customer, have a general lien on all goods property in its possession (whether worked on or not) and shall be entitled on the property as it thinks fit and to apply the proceeds towards such debts.

14.Customers's property and all property supplied to the company by or on behalf of the customer, including Master tapes, artwork files, printing films and printed booklets, inlays, sleeves etc will be held, worked on and carried out entirely at the customer's risk of which it is recommended that the customer should insure against any damage or loss and retain safety / duplicate copies of all property supplied.

15.The customer assumes full responsibility for the fulfilment of all copyright obligations statutory or otherwise, arising from the manufacture and supply to him of the product under the contract. The customer confirms that, in respect of his recordings, he holds licences from the copyright holders and that the recordings of the performance of any dramatic or musical work from which the master tape was derived was made lawfully with the consent in writing of the performers concerned.

16 .The contract is subject to cancellation by the company or to such variations as may be necessary as a result of inability to secure labour, materials or supplies or a sub-contractor, or a result of any act of God, war, strike, lockouts, or other labour dispute, fire, legislation, or other cause (whether of the foregoing class or not) beyond the company's control.

17.The company and the customer accept these conditions as fair and reasonable for inclusion in a contract of this nature.

18.The conditions and the contract between the company and the customer shall be constructed in accordance with the law of England and Wales.