



Talking Pictures Cards Ltd, PO Box 508, Tonbridge, Kent TN9 9HA

## **TERMS OF BUSINESS**

### **1. DEFINITIONS**

- a) The person or entity to whom goods are supplied will hereinafter be known as the Customer.
- b) Talking Pictures Cards Limited and/or its associate companies and/or its subsidiary companies will hereinafter be known as the Supplier.
- c) Good supplied under these Terms of business will hereinafter be known as the Products.

2. **CONDITIONS OF SUPPLY** These conditions of supply shall apply to all Products supplied to the Customer and all Purchase Orders received from the Customer by Talking Pictures Cards Ltd (the Supplier) are accepted and will be supplied solely on the basis that no other terms shall be binding or effective including but not limited to any other conditions that the Customer may state in their purchase order or in any re-confirmation of Purchase Order unless they are expressly and specifically confirmed in writing as an amendment to these Terms of Business by a Director of Talking Pictures Cards Ltd, and in any event any such amendment shall apply only to the specific purchase order, contract or transaction that it is confirmed in respect of.
3. **VARIATION** It is the responsibility of the Customer to satisfy themselves of the prevailing Terms of Business effective at the date of order which are available for inspection at [www.talkingpics.co.uk/termsupply](http://www.talkingpics.co.uk/termsupply) and all terms and conditions are subject to change by the Supplier, without notice.
4. **COMPENSATION** Under no circumstances whatsoever will the Supplier compensate the Customer in any way for lost sales, profits or any other commercial or economic losses incurred resulting from a failure to supply any Products or from the withdrawal of any Products from sale for any reason.
5. **CANCELLATION** The Supplier will not accept cancellation in part or whole of any orders for Products which have been manufactured solely and explicitly to satisfy a Customer's order or stock lines which have been packaged, labelled or in any other way adapted to a Customer's specific requirements.
6. **PRICES** The Supplier reserves the right to change prices without notice, but Products will be supplied at the price ruling at the dates the order was accepted.
7. **VAT** is charged on all invoices where applicable.
8. **CARRIAGE & PACKING** All UK orders valued (Net of any discounts) at £200 or more will be supplied carriage paid. All export orders are supplied ex Works UK unless by agreement. Special requirements for packing on UK or export orders will be charged at an

agreed rate. Carriage will not be charged for part shipments on UK orders providing it relates to an order valued at £200 or more. A small order charge (£10:00) applies for orders below £200.

9. **FORCE MAJEURE** All contracts and orders are accepted subject to Force Majeure and the availability of materials.
10. **DAMAGE or SHORTAGE** Damage in transit or shortage in orders must be notified within 2 working days of receipt of goods.
11. **LOSS IN TRANSIT** Loss in transit must be notified in writing within seven days of the date of the invoice.
12. **FAULTY GOODS** Faulty goods will be exchanged free of charge or a refund made, if notified within one month from invoice date.
13. **RETURN OF GOODS** The Supplier will not accept returns other than of faulty or wrongly supplied goods..
14. **TERMS OF PAYMENT** All accounts being due/payable strictly Nett 30 days from despatch of goods unless otherwise agreed in writing. Where accounts fall overdue, the Supplier will be entitled to levy interest at the statutory rate or at 3% per month, whichever is the higher. The supplier may withdraw the credit account for whatever reason, without notice. Should a return agreement exist, then payment falls due for each invoice by the agreed date above.
15. **CREDIT ACCOUNT MINIMUM VALUE** In order to maintain an open account, orders to a minimum value of £2,500 (Nett) per annum (each year commencing on 1st April) must be placed.
16. **QUOTATION** Where the Supplier is asked to provide a written quotation the prices quoted therein will not be guaranteed beyond 28 days from the date of the quotation or any other date specified in the quotation..
17. **INDEMNIFICATION** The Customer will indemnify the Supplier against all claims and liability from any third party, and in the event liability of the supplier shall in no case exceed the sum received by the Supplier.
18. **DELIVERY DATES** These are not guaranteed although the supplier will use their best endeavours to ensure that delivery dates and requirements are met. Where delivery dates are given they are without liability. The Supplier may deliver by instalments in such quantities as it may reasonably decide; such instalments shall constitute separate obligations and no breach in respect of one or more of them shall entitle the Customer to cancel any subsequent instalments or repudiate any contract as a whole.
19. **CUSTOMER'S ARTWORK** No responsibility can be accepted for loss or damage to Customer's own artwork, and whilst every possible care will be taken Customers must insure their artwork against all unforeseen damage or loss.
20. **RUNNING LINES** The Supplier reserves the right to alter, update and amend or delete any of the products within its range, without prior notice.
21. **AVAILABILITY** Whilst every attempt will be made to maintain stock of all listed items no guarantee of availability can be given, nor will the Supplier guarantee to adhere to estimated availability dates.

22. **RETENTION OF OWNERSHIP** Ownership of goods delivered by the Supplier will only pass to the Customer when the Customer has paid to the Supplier all Monies owing from time to time on all transactions. It is however agreed that the Customer will be entitled to use, or sell the goods to a third party in the ordinary course of business, provided that the Customer hereby agrees to assign all rights in respect of third party indebtedness to the Supplier. Monies received from the sale of Talking Pictures Cards Limited and associated/subsidiary companies' products by the Customer must be accounted for and held separately until the indebtedness to the Supplier and its subsidiaries have been fully discharged. The Customer Hereby grants the Supplier irrevocable licence to enter the Customers premises with vehicles and agents to recover property belonging to the Supplier.
23. **DISPLAY STANDS/UNIT** Any display stand/units supplied on a loan basis only and at all times remain the Suppliers property, unless otherwise agreed in writing. Upon cessation of trading between the Customer and Supplier, the display stand/units must be returned at the Customer's cost if requested.
24. **TERMS OF BUSINESS** All contracts and agreements shall be construed and arbitrated (at the Customer's cost) in accordance with English Law.
25. **DATA PROTECTION ACT 1998.** The information you provide will be held on our database and/or in our records and may be used for collection, assignment, security or any other purpose we or any third party appointed by us deems fit in connection with any indebtedness you may have with us.

We may transfer information about you to our financiers, who:

- (a) may use, analyse and assess information about you, including the nature of your transactions, and exchange with other members of their group of companies and others for credit or financial assessment, market research, statistical analysis, insurance claim, underwriting and training purposes and in making payments and servicing their agreements with us;
- (b) from time to time, may make searches of your record at credit reference agencies where your record with such agencies may include searches made and information given by other businesses; details of their searches will be kept by such agencies but will not be seen by other organisations that may make searches;
- (c) may give information about you and your indebtedness to the following: (i) our or their insurers for underwriting and claims purposes; (ii) any guarantor or indemnifier of your or our obligations to enable them assess such obligations; (iii) their bankers or any advisers acting on their behalf; (iv) any business to whom your indebtedness or our arrangements with our financiers may be transferred- to facilitate such transfer.
- (d) may monitor and/or record any phone calls you may have with them, for training and/or security purposes.
- (e) in the event that they transfer all or any of their rights and obligations under their agreement with us to a third party, may transfer information about you to enable the third party to enforce their rights or comply with the obligations. We will provide you with details of our financiers on request, including a contact telephone number if you want to have details of the credit reference agencies and other third parties referred to above from whom they obtain and to whom they may give information about you. You also have a right to receive a copy of certain information they hold about you if you apply to them in writing. However a fee will be payable.

26. **BREACH OF THESE TERMS** In the event of the Customer being in breach of any of these conditions the Supplier shall be entitled to refuse to supply the Customer with any further goods or suspend delivery until all breaches have been remedied and all invoices for goods supplied to the Customer up to the date of the breach(es) and for goods supplied thereafter shall forthwith become due and payable and interest at 3% over UK base rate per month will become immediately payable thereon.
27. **STATUTORY PROVISIONS** In the event of any terms and conditions herein being overridden by any Statutory Provision, the remaining terms shall still have effect. The Customer hereby accepts that any terms stated on their orders or on any other of their papers will be deemed null and void and that the terms of business stated herein will prevail. The Supplier is not willing to contract at other than these conditions.
28. **CHANGE OF OWNERSHIP** In the event of change of ownership of the business, no agreements made with the previous owners with regard to trade discount, settlement discount or sale or return privileges will be transferable. For orders completed by way of delivery prior to the change of ownership the former owner warrants they will pay Talking Pictures Cards Ltd all amounts owing regardless of any previously agreed credit terms. Thus the credit account facility is withdrawn as at the date of change of ownership and the new owner of the business must apply in writing to Talking Pictures Cards Limited Head Office for a credit account facility. Further, the owner of the business prior to the change of ownership must notify Talking Pictures Cards Limited Head Office in writing of the change within 7 days of the change having taken effect.