

Just Productions International Ltd.

**STANDARD TERMS AND CONDITIONS
AND GENERAL TRADING INFORMATION**

1. These Terms and Conditions apply to all orders and supersede all others. Order by you or Receipt of acknowledgement of order by you, constitutes your acceptance that our conditions are the only conditions that apply to the contract notwithstanding any purported terms put forward by you.

2. PAYMENT TERMS

All prices quoted exclude carriage and VAT. Carriage will be charged at applicable rates and added to the invoice total. Method of carriage will be at our discretion unless requested otherwise. All products are charged at list price unless a discount has been agreed in writing. Following a price increase and where you have specified a different price on your order, we will advise you before proceeding.

2.1 ACCOUNT

Payment shall be made in full within 30days from date of invoice, unless special settlement terms have been agreed by us in writing.

2.2 NON ACCOUNT

Payment is required before your order is processed

2.3 DISCOUNT

Any discounts are offered on the strict understanding that accounts are paid by the due date. We reserve the right to invoice any such discounts to accounts which become overdue.

2.4 VAT

If VAT is noticed on your order after the bill has been paid, you as the customer are liable to pay the VAT in full

3 OVERDUE ACCOUNTS

3.1 No goods will be delivered on accounts which remain unpaid 14 days after payment is due. We reserve the right to charge interest on overdue accounts, at the rate of 8% above the Barclays Bank Plc base rate from time to time from the date the account became due until payment is received. This does not prevent us from pursuing payment of overdue accounts at any time after payment becomes due and shall be in addition to and without prejudice to any other rights we may have against you.

3.2 We reserve the right to charge you for any legal or collection charges where it is necessary to obtain payment from you of an overdue account through a third party or Court proceedings.

4. PASSING OF TITLE AND RISK

4.1. The risk in the goods shall pass to you on delivery.

4.2. All goods, delivered or not, remain our property until payment is received in full.

4.3. Until such time as payment is made you shall retain such goods separately from other goods and clearly mark them in such a way that they can be readily identified as being our property and any payment received by you for any sale of such goods must be held in a separate account in trust for us. In the event of non-payment for such goods we will, without loss of any rights or remedy, remove from your possession those goods belonging to us in accordance with these conditions and we shall be entitled to enter upon the property where the goods are stored to repossess and remove the same. You hereby grant us an irrevocable licence to enter your premises for the said purposes.

5. PRODUCTS

We reserve the right to alter any details of products advertised without notice and while every effort is made to describe goods accurately in the advertisement no warranty is given as to accuracy and no responsibility will be accepted for error or mis-scription and any resulting loss.

6. QUOTATIONS AND CONTRACTS

Orders are accepted subject to our right to adjust prices quoted to take account of any changes in the law or Government regulations requiring us to increase prices by way of direct taxation, import duties,

customs and excise duties or otherwise. The prices are based on today's current costs of production and in the event of any increase in wages or costs of materials to us occurring after the confirmation of accepted contract, we shall be entitled to charge such increases to you.

7. PRICES

Where applicable all prices quoted are subject to delivery Charges and VAT at the current rate.

8. DELIVERY

8.1. Every effort will be made to deliver on time, but any delivery day specified is a best estimate and no liability is accepted for any loss arising from delay or error in the delivery of the goods. All deliveries will be charged at the prevailing rates applying at the date of such delivery.

8.2. Special rush deliveries can usually be arranged but will usually be subject to additional charges (eg. rush print charges and rush delivery charges), which will be charged to you at current commercial rates.

9. QUANTITY VARIATION

We shall be deemed to have fulfilled our contract by delivery of a quantity within 5% plus or minus of the quantity of printed goods ordered and you will be charged at the contract rate for the quantity delivered.

10. CLAIMS

10.1. Claims arising from damages, delay or partial loss in transit must be made in writing to us, so as to reach us within 5 days of delivery.

10.2. All claims with regard to the quality or quantity of the goods shall be made in writing to us so as to reach us within 5 working days of receipt of goods or such goods shall be deemed to comply as to quality and quantity within the terms of the contract.

10.3. You must examine all goods delivered at the time of delivery. We shall not be liable for any loss arising from damage caused to the goods in transit unless loss or damage is noted on the delivery note at time of delivery.

10.4. Claims in respect of non-delivery must be made in writing so as to reach us within 3 days from receipt of the expected delivery date.

11. LIABILITY

11.1. Save in so far as defects in the goods cause death injury or damage to personal property, our liability for any loss or damage suffered by you in respect of the goods shall be limited to the contract value of the goods.

11.2. The Supplier shall not be liable under any circumstances to the Customer or any third party for any indirect or consequential loss of profit, consequential or other economic loss suffered by the Customer howsoever caused, as a result of any negligence, breach of contract, misrepresentation or otherwise.

11.3. For the avoidance of doubt, time shall not be of the essence and the Supplier shall incur no liability to the Customer in respect of any failure to complete the Services by any agreed completion date

11.2. We can accept no responsibility for loss or damage arising from the supply of goods under this contract unless you have fully complied with the notification of claims procedure set out in clause 10.

11.3. Nothing in these terms and conditions shall affect the rights of a consumer.

12. CANCELLATION CHARGES

Please note that a 5% charge of the total value of the original order will be made on all cancelled orders plus a £10.00 charge to cover administration costs.

Any costs incurred for work already carried out up to the date of written cancellation will also be charged for and deducted before any refunds are made.

13. SAMPLES

Samples will be charged accordingly.

14. QUANTITY CHANGES TO ORDERS

Any changes in quantity ordered must be made in writing to us prior to commencement of processing. Any increases in the order must be regarded as a separate contract unless written notification is received before work commences on the original order.

15. ARTWORK AND PRINTING

The entire copyright throughout the world in all printing plates, litho positives and negatives, artwork, designs, photographic transparencies, negatives or positives and any other artistic craftsmanship made by or for Just Productions International Ltd pursuant to or in implementation of any contract with the customer shall belong to Just Productions International Ltd. Just Productions International Ltd agrees that unless the customer becomes in default of any obligation to make any payment to Just Productions International Ltd, it will not reproduce any such items for any competitor in business of the customer.

16. PROOFS

If we have not been given printing approval after 14 days a 5% charge of the total value of the original order will be made plus a £10.00 administration fee.

17. ON HOLD

If we have not been notified after 14 days a 5% charge of the total value of the original order will be made plus a £10.00 administration fee.

18. FORCE MAJEURE

We will not be held responsible for failure or delay in the carrying out of our obligations under the contract arising from any cause outside our reasonable control including but not limited to acts of God, strikes, lock outs, accidents, terrorism, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, or by inability to procure materials or articles except at higher prices due to any such cause and in such circumstances we shall be entitled by notice to terminate the contract in whole or in part without incurring any liability whatsoever to you and the party shall be entitled to a reasonable extension of its obligations.

19. CUSTOMER'S OBLIGATIONS

To enable the Supplier to perform its obligations the Customer shall:

19.1. co-operate with the Supplier;

19.2. provide the Supplier with any information reasonably required by the Supplier;

19.3. obtain all necessary permissions, licenses and consents which may be required before the commencement of the services, the cost of which shall be the sole responsibility of the Customer; and

19.4. comply with such other requirements as may be set out in the Proposal or otherwise agreed between the parties.

20. SUPPLIER'S OBLIGATIONS

20.1. The Supplier warrants that the Goods will at the time of delivery correspond to the description given by the Supplier.

20.2. The Supplier shall perform the Services with reasonable skill and care and to a reasonable standard in accordance with recognised standards and codes of practice.

21. MISCELLANEOUS

The contract between ourselves the Company and the Customer shall be governed by and construed in accordance with English Law.

22. COMPLAINTS

Complaints must be made within 48hours of receiving your goods. Any complaints made after this time period are void of any right to refund or reprint.

BY PLACING AN ORDER WITH US YOU ARE BOUND BY THESE TERMS UNLESS AGREED OTHERWISE IN WRITING. ALL STATUTORY RIGHTS APPLY AS PER THE STATUTE OF THE UNITED KINGDOM AND EUROPEAN UNION WHERE APPLICABLE.