

**STUDIO DECOR (UK) LTD**  
**STANDARD CONDITIONS OF SALE. MARCH 2006**

**1. REACHING AGREEMENT**

- 1.1 We are prepared to supply you with goods or services on these terms and conditions.
- 1.2 Any agreement, whether written, oral or otherwise, made between us where we agree to supply goods to you and you agree to purchase those goods for the price quoted will form a legally binding contract between us (the "contract").
- 1.3 These terms and conditions will govern every Contract entered into with us, and will prevail over any terms that you may seek to introduce. Such terms will have no effect. These terms however formed, shall not be removed or varied in any way. No other express terms, written or oral, shall be incorporated into the Contract without the permission of a director of Studio Decor (UK) Ltd

**2. WHAT WE AGREE TO DO**

- 2.1 We have agreed to supply goods or services to you in accordance with the terms of the Contract.
- 2.2 Where a price has been quoted, whether in writing or orally, the price does not include any charge for handling or delivering the goods and is exclusive of VAT.
- 2.3 We reserve the right to amend the price quoted where at any time before delivery there is an increase in the cost of raw materials, labour or services.
- 2.4 We agree that unless we advise you otherwise despatch of stock items will be within seven working days of your order. Such advice may be verbal or written.
- 2.5 Delivery of the goods will take place at such a place as may be agreed between you and Studio Decor (UK) Ltd and you will be responsible for our costs of delivering the goods.
- 2.6 Delivery or performance times are estimated, If you do not make prior arrangements to enable us to deliver at that time and we have to await an opportunity to deliver the goods, we reserve the right to deliver at a later date.
- 2.7 We agree to act in your interests where damage occurs in transit provided your obligations under paragraph 3.6 are fulfilled.
- 2.8 Risk in the goods shall pass immediately to you on delivery in accordance with the Contract.

**3. WHAT YOU AGREE TO DO**

- 3.1 You agree to accept delivery of the goods you have ordered.
- 3.2 You agree to pay the price of the goods, together with any additional incurred for delivery or handling prior to despatch unless any arrangement has been made with a director of Studio Decor (UK) Ltd in writing.
- 3.3 If you do not pay within terms agreed, you will forfeit any discount offered and additionally pay us interest on the full list price amount from the date when our invoice fell due for payment until the date when we receive payment in full. Interest will be calculated on the number of days elapsed, assuming a 365 day year, at the rate of 2% per annum above the base of lending rate of national Westminster Bank plc from time to time. Interest may be waived at the discretion of a director of Studio Decor (UK) Ltd where you have given advanced notice that payment may be delayed.
- 3.4 You accept that if you request despatch of stock items within seven working days of your order a surcharge of up to 10% of the goods value may be made by Studio Decor (UK) Ltd
- 3.5 You agree to insure the goods fully against all insurable risks for the price due to us until we receive full payment of the invoice. If the goods are destroyed by an insured risk before you have fully paid for them, you agree to hold insurance proceeds on trust for us in satisfaction of the price due.
- 3.6 You agree to carefully examine the goods immediately upon delivery of them and to notify the carrier of any defect in packaging at the time of delivery and to annotate delivery notes to this effect. Additionally you agree to notify us of this within one working day of this occurrence. You understand that Studio Decor (UK) Ltd or their nominated carriers will not accept liability for damage in transit once a delivery has been signed for in good condition.

- 3.7 Any defect of manufacture and/or design must be notified to us within 7 days of delivery. No claim will be accepted by Studio Decor (UK) Ltd if reported after the expiry of the 7-day time limit.
- 3.8 It is your duty to ensure safe working conditions for our staff if they visit your premises.

#### **4. MEETING QUALITY STANDARDS.**

- 4.1 We agree to supply goods and services to an appropriate standard of quality, and will do our best to meet any specifications made by you.
- 4.2 We will only be responsible for a material's failure if it is established that the material failed under fair wear and tear in an unreasonably short period of time, given the specification, the application and the conditions of use.
- 4.3 We will not be responsible for any problems arising from or caused by and modifications made to the goods or any part of them by anyone other than us. Any unauthorised modifications will not entitle you to claim in respect of the quality or suitability of the goods supplied.
- 4.4 We will not be responsible for incorrect storage of the goods that results in any damage to or loss of them.
- 4.5 No claim for damage on transit or "short" delivery will be considered unless you have signed the delivery note and written on the delivery note that the goods were short or the packaging of the goods was damaged on receipt.

#### **5. IF WE DO SOMETHING WRONG**

- 5.1 We will only be responsible for things which are within our control
- 5.2 If we do not do what we have agreed to do then (unless it was not our fault) we will try to put matters right or provide you with compensation.
- 5.3 Where you have a valid claim based on the quality or condition of the goods or their failure to meet your specifications, in accordance with these conditions, you must allow us a reasonable opportunity to put things right. This can include providing replacement goods or materials, or, at our discretion, providing a refund either by way of a credit note or a refund of the whole or the appropriate part of the invoice paid.
- 5.4 Late delivery of the goods will not entitle you to reject the goods or services, terminate the Contract or withhold any part of the price.
- 5.5 If we do not meet an agreed delivery or performance date, we will not be liable for any indirect or consequential loss, damage, cost or expense of any kind suffered by you whether arising under contract or tort of otherwise, including loss of profits or of contracts, loss of operation time and loss of goodwill.
- 5.6 We cannot accept a return of goods without the prior agreement of a director of Studio Decor (UK) Ltd. Your knowledge of the Returns Policy as laid out in Section 8 below is deemed to be good at the point of order.
- 5.7 Our total liability (whether in contract, tort, including negligence, or otherwise) under or in connection with the Contract will not exceed the invoice price. **This clause restricts your rights.**
- 5.8 If you have a complaint it is essential that we receive written notice from you within 7 days of delivery of the goods in accordance with clause 3.6 otherwise it will be assumed that the job was completed to your satisfaction. If there is a materials failure outside of this period, which could not reasonably have been discovered upon careful inspection of the goods on delivery, which you believe may be our responsibility; you should notify us within one working day of the failure.

#### **6. IF YOU DO SOMETHING WRONG**

- 6.1 If you do not do something you have agreed to do, and as a result we are put to extra expense, then (unless it was not your fault) we reserve the right to charge you for that.
- 6.2 If you fail to pay an invoice when it is due then (in addition to our right to charge interest) we reserve the right to terminate the Contract and suspend all deliveries on any order we are processing for you and/or commence legal proceedings for recovery of the debt.
- 6.3 We reserve title in any goods we have supplied to you and title will not pass until we have received payment of the invoice in full. You agree to give us the right to enter your premises at any reasonable time to remove such goods, including the right to detach them from anything to which they have been attached or fitted where we remain the owner of those goods and the invoice remains unpaid after it has become due.

- 6.4 You agree to notify us immediately if you are unable to pay your debts when they fall due. If a compulsory winding-up petition is presented against you, a receiver or administrator is appointed, or if any other circumstances arise in which it is or may become likely that you will be made bankrupt or insolvent or enter into a voluntary arrangement with creditors, we reserve the right to terminate or suspend our performance of the Contract or to impose conditions for our future performance. If goods have been delivered but not paid for, the price of those goods shall become immediately payable regardless of any prior agreement with us.

## **7 EVENTS BEYOND OUR CONTROL**

- 7.1 Where it becomes impossible or extremely difficult to perform the Contract due to events which are beyond our control we will notify you in writing and performance of the Contract will be suspended until performance is possible. Such events include acts of God, accidents, fires, riots, strikes or lockouts, power failures and similar circumstances which cannot be foreseen or avoided.
- 7.2 If either of us remains unable to perform the contract after three months from and including the date of the notice then the Contract may be cancelled by either if us serving notice on the other. Where the Contract is cancelled in this way, we will not be liable to compensate you for any consequential loss arising from our failure to deliver.
- 7.3 If the performance of the Contract is time critical to you, then you should explain the circumstances to a director of Studio Decor (UK) Ltd at once. Provided your explanation is reasonable, then the Contract will be terminated immediately, and you may obtain goods or services elsewhere.

## **8 RETURNS POLICY**

- 8.1 Stock items of stated size, specification or colour may be returned for refund provided intention to return is notified within seven days of receipt. Refunds on items returned unused and in their original packaging may be subject to a restocking charge of up to 15% at the discretion of Studio Decor (UK) Ltd. Carriage charges will not be refunded.
- 8.2 Where delivery has been requested by you to meet a specific deadline within seven days of your order, notification of intention to return goods must be given by 5pm on the day of receipt of the delivery. Returns notified within this time may be subject to a restocking charge of up to 15% at the discretion of Studio Decor (UK) Ltd. Should your intention to return be notified after this deadline, any return is strictly at the discretion of a director of Studio Decor (UK) Ltd, and a restocking charge of up to 50% may be made at the discretion of Studio Decor (UK) Ltd. In all instances, carriage charges are not refundable.
- 8.3 Any items customised, produced to order or in any way deviating from the published specifications are exempted under the Consumer Protection (Distance Selling) Regulations 2000, and any returns, whenever notified, will be strictly at the discretion of a director of Studio Decor (UK) Ltd and an appropriate restocking charge may be made. In all instances, carriage charges are not refundable.

## **9 GENERAL MATTERS**

- 9.1 All prices quoted are exclusive of VAT, except where otherwise stated, and VAT (if applicable) shall be added to the price for all goods and services.
- 9.2 Each Contract we enter into is separate and distinct from every other Contract.
- 9.3 If you fail to do what you have agreed to do and we overlook it that will not affect our rights to pursue a claim if there is any repetition.
- 9.4 In ordering items or equipment from Studio Decor (UK) you will be deemed to have the knowledge or understanding of a professional photographer unless you request such knowledge or information to specify, use or operate the items or equipment at point of first discussion.
- 9.5 If any term of the Contract is invalid or unenforceable in whole or in part that will not affect the validity of the remaining provisions.
- 9.6 The Contract shall be governed by English Law and the English courts have non-exclusive jurisdiction over any disputes.
- 9.7 Where the goods are to be supplied outside of the United Kingdom, the relevant terms of the Incoterms 2000 will apply in addition to these terms and conditions.
- 9.8 Any notices which we need to give to each other shall be in writing and addressed to our respective business addresses. Any notice delivered shall be deemed received (i) if delivered personally, at the time of delivery; (ii) if sent by first class recorded delivery, 48

hours after the date of posting (iii) if sent by air mail, 96 hours after the date of posting (iv) if sent by facsimile or other electronic means of communication on a business day, on the date of transmission, otherwise it will be received on the next business day.