

2 ENTERTAIN VIDEO LIMITED ("the Company")
TERMS OF SALE

1. The terms and conditions set out below shall apply without variation to every contract entered into by the Company for the supply of goods unless a variation thereto is expressly agreed in writing by a director of the Company. These terms and conditions shall apply notwithstanding any inconsistency between them and the terms and conditions of any form of contract sent by the customer to the Company.
2. The Company will endeavour to adhere to any delivery dates agreed but does not guarantee that any goods will be delivered by such dates and the Company shall not be liable for any loss or damage of any kind howsoever arising by reason of any failure on the part of the Company to deliver on such stated dates.
3. Goods delivered will be deemed accepted by the customer and to be fully in accordance with the accompanying Advice Note or other relevant paperwork unless the Company is given notice in writing of rejection or claim for damage or loss or wrong delivery of such goods within seven days of the date of invoice.
4. The Company will not be responsible for any loss or damage of goods after delivery, and risk, as distinct from property, in them shall pass to the customer on delivery. Following delivery the customer will insure the goods for their full replacement value until property in them passes under clause 5 below.
5.
 - (a) The property in any goods supplied by the Company to the customer shall not pass to the customer until the date when the customer has paid the Company all monies owing on any and all accounts. Until that date the customer shall be entitled to dispose of the goods by way of bona fide sale to third parties, but in the event of such disposal the customer will hold the proceeds of the sale of any such goods upon trust for the Company.
 - (b) If so required by the Company the customer shall segregate and store all goods delivered hereunder in such a way as they can be recognised as the property of the Company.
 - (c) If the customer shall default in any obligation to the Company hereunder or under any other order or contract with the Company or if this order becomes terminable by the Company, the Company may:-
 - (i) at any time and without notice, by its employees or agents, retake possession of the goods and the customer hereby freely gives consent to the Company for this purpose to enter upon the premises occupied by or under the control of the customer; and /or
 - (ii) direct the customer to account to it for the full amount of the proceeds of sale by the customer of the goods; and /or
 - (iii) terminate the authority of the customer to sell or deal with the goods.
6.
 - (a) Payments shall be made by the customer to the Company for all goods (including payment of Value Added Tax) within the terms stated on the face of the invoice.
 - (b) Failure by the customer to make payment hereunder by the due date on the invoice shall entitle the Company at its option to cancel or suspend all trading arrangements without prejudice to any other rights the Company may have against the customer.
 - (c) Any costs incurred in collecting the amount of the invoice, whether by legal proceedings or otherwise shall be recoverable as part of the debt.

- (d) The Company shall be entitled at its discretion to charge interest on any overdue amount at a rate equal to 4% above base rate of Barclays Bank PLC from time to time in force.
7.
 - (a) The price of goods sold and purchased hereunder shall be fixed from time to time by the Company and, in the event of price changes between the date of a customer's order and the date of delivery, the customer shall elect either to pay the price in effect on the delivery date or cancel that order.
 - (b) Prices are shown on invoice net of all discounts given and are exclusive of VAT and all other tax and duty which if applicable, will be charged separately at the applicable rate. All invoices must be paid in full without deduction or set off.
 8. Goods are supplied on the express understanding that they shall not be without the prior written consent of the Company be exported to countries outside the EEA and they shall not be advertised or promoted to countries other than the United Kingdom or Eire.
 9. The Company's liability for materially defective goods shall be limited to replacing goods at the Company's election or giving credit for such goods providing they were purchased directly from the Company and returned promptly for verification. No credit or replacement will be given unless and until such goods are returned and have been verified as being materially defective. In any event, no goods will be accepted for verification unless accompanied by the applicable "faulty" report form properly completed. The Company reserves the right to recover the costs incurred in cases where the returned goods prove not to be materially defective. The Company will not accept any liability for damage resulting from wear and tear or damage as a result of misuse.
 10. The customer shall exercise due diligence in protecting the copyrights in the goods including the prompt reporting of illegal copying that comes to its notice or contravention of the copyright restriction or trade mark notices appearing on the goods.
 11. In respect of goods, the Customer shall not alter, edit or add to the sight and sound recordings thereon (including but not limited to advertisements or promotional material in relation to the market of any product).
 12. These terms and conditions shall be governed by and construed according to English law and subject to the exclusive jurisdiction of the English courts.