

1. APPLICATION OF TERMS

1.1 The Customer agrees to purchase Products and/or services to be supplied by Amstore (Works) in accordance with these Terms and Conditions (Terms). These Terms shall apply to the exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document).

1.2 No terms or conditions endorsed on, delivered with or contained in the Customer's purchase order, confirmation of order, specification or other document shall form part of these Terms simply as a result of such document being referred to in these Terms.

1.3 The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Amstore which is not set out in these Terms. Nothing in these Terms shall exclude or limit Amstore's liability for fraudulent misrepresentation.

1.4 Each order or acceptance of a quotation for Works by the Customer from Amstore shall be deemed to be an offer by the Customer to purchase the supply of works subject to these Terms and the Special Conditions (if any).

1.5 No order placed by the Customer shall be deemed to be accepted by Amstore until, i) a written order confirmation is issued by Amstore or iii) Full payment is made in advance by the Customer or iv) Amstore supplies the works to the Customer.

1.6 The Customer shall ensure that the terms of its order and any applicable specification are complete and accurate. To ensure the correct supply of Works it is the Customer's responsibility to check that the Order Confirmation issued by Amstore is consistent with the Customer's order for the Works.

1.7 Any quotation is given on the basis that no contract shall come into existence until the order is confirmed as per 1.5. Quotation validity period may vary in accordance to the product being quoted and specified in the quotation document, provided that Amstore has not previously withdrawn it.

2. DESCRIPTION

2.1 The Products and/or Services to be supplied which constitute the Works shall be as set out in the Amstore's Quotation or Order Confirmation issued by Amstore.

2.2 All samples, drawings, descriptive matter, specifications and advertising issued by Amstore and any descriptions or illustrations contained in Amstore's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the works described in them. They shall not form part of these Terms and this is not a sale by sample.

3. ORDERS

3.1 Amstore shall use its commercially reasonable endeavours to supply Products in accordance with the Customer's Orders.

3.2 Each Order shall

(a) be given in writing

(b) specify the type and quantity of Products ordered; and

(c) unless the parties agree that the Customer may specify the date and location after placing the Order, specify the date by which the Order is to be despatched (Despatch Date), and the delivery location (Delivery Location). If the Despatch Date and/or Delivery Location are to be specified after the placing of an Order, the Customer shall give Amstore reasonable advance notice of the relevant information.

3.3 Amstore shall assign an Order Number to each Order received from the Customer and notify such Order Numbers to the Customer. Each party shall use the relevant Order Number in all subsequent correspondence relating to the Order.

3.4 The Customer may within seven (7) days of placing an Order change or cancel an Order by written notice to Amstore. If the Customer cancels an Order, its liability to Amstore shall be limited to payment to Amstore of all costs reasonably incurred by Amstore in fulfilling the Order up until the date of receipt of the notice of cancellation. If the Customer changes an Order, Amstore shall inform the Customer whether it is willing to agree to the change and, if so, what the impact will be on the Price and Despatch Date. The Customer shall within seven (7) days of such notification inform Amstore if these changes are accepted and, if so, the Price and Despatch Date shall be so adjusted by Amstore. Until Amstore receives such notification from the Customer, no changes will be effected. A request to reduce the quantity of Products ordered shall not result in a price reduction unless otherwise agreed in writing by Amstore.

4. DELIVERY

4.1 Unless otherwise agreed in writing by the Amstore and the Customer, delivery of any Products included within the Works shall take place at the location specified in the Order Confirmation issued by the Company. Amstore may deliver the Products in one or more consignments and invoice each consignment separately.

4.2 Where appropriate, the Customer shall take delivery of the Products within five (5) days of Amstore giving it notice that the Products are ready for delivery.

4.3 Amstore shall use its commercial best endeavours to deliver the Works in accordance with the delivery times specified in the Order Confirmation (or any other timetable agreed in writing by Amstore and the Customer) and time for delivery shall not be made of the essence by notice. If no dates for delivery of any part of the Works are so specified, delivery shall be within a reasonable time from approval by the Customer of the final approval given by the Customer of the Customer Supplied Materials in accordance with Amstore's Customer approval procedures in force from time to time.

4.4 Subject to the other provisions of these conditions Amstore shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of all or any part of the Works (even if caused by Amstore's negligence), nor shall any delay entitle the Customer to terminate or rescind the Contract unless such delay exceeds 180 days.

4.5 If for any reason the Customer fails to accept delivery of all or any of the Works when they are ready for delivery, or Amstore is unable to deliver the Products on time because the Customer has not provided appropriate instructions, documents, licences or authorisations

(a) risk in the Products shall pass to the Customer;

(b) the Products shall be deemed to have been delivered; and

(c) Amstore may store the Products until delivery, whereupon the Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

4.6 The Customer shall provide at the Delivery Point and at its expense adequate and appropriate equipment and manual labour for loading or unloading any Products included within the Works.

4.7 Amstore may deliver the Products by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of these Terms.

4.8 Each instalment shall be a separate agreement and no cancellation or termination of any one agreement relating to an instalment shall entitle the Customer to repudiate or cancel any other agreement or instalment.

5. NON-DELIVERY

5.1 The quantity of any consignment of any Products included within the Works as recorded by Amstore upon despatch from Amstore's place of business or such place of manufacture of the Products shall be conclusive evidence of the quantity received by the Customer on delivery unless the Customer can provide conclusive evidence proving the contrary.

5.2 Amstore shall not be liable for any non-delivery of any Products included within the Works (even if caused by the Company's negligence) unless the Customer gives written notice to Amstore of the non-delivery within five (5) days of the date when such Products would in the ordinary course of events have been received.

5.3 Any liability of Amstore for non-delivery of any Products included within the Works shall be limited to (at the option of the Company) replacing the Products within a reasonable time or issuing a credit note at the pro rata rate against any invoice raised for such Products.

6. RISK AND TITLE

6.1 Any Products included within the Works are at the risk of the Customer from the time of delivery.

6.2 Ownership of any Products included within the Works shall not pass to the Customer until Amstore has received in full (in cash or cleared funds) all sums due to it in respect of the Products and any Services forming part of the Works, and all other sums which are or which become due to Amstore from the Customer on any account.

6.3 Until ownership of any Products included within the Works has passed to the Customer, the Customer shall

(a) Hold any Products included within the Works on a fiduciary basis as Amstore's bailee;

(b) Store any Products included within the Works (at no cost to Amstore) separately from all other Products of the Customer or any third party in such a way that they remain readily identifiable as Amstore's property;

(c) not destroy, deface or obscure any identifying mark or packaging on or relating to any Products included within the Works; and

(d) Maintain any Products included within the Works in satisfactory condition and keep them insured on Amstore's behalf for their full price against all risks to the reasonable satisfaction of Amstore. On request the Customer shall produce the policy of insurance to Amstore.

6.4 The Customer may resell any Products included within the Works before ownership has passed to it solely on the following conditions (a) any sale shall be effected in the ordinary course of the Customer's business at full market value; and

(b) any such sale shall be a sale of Amstore's property on the Customer's own behalf and the Customer shall deal as principal when making such a sale.

6.5 The Customer's right to possession of any Products included within the Works shall terminate immediately if

(a) the Customer enters into liquidation (whether voluntary or compulsory), or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof; or

(b) the Customer suffers or allows any execution, whether legal or equitable, to be levied on its property or obtained against it, or fails to observe or perform any of its obligations under these Terms or any other contract between Amstore and the Customer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Customer ceases to trade; or (c) the Customer encumbers or in any way charges any of the Products.

6.6 Amstore shall be entitled to recover payment for any Products included within the Works notwithstanding that ownership of any Products included within the Works has not passed from Amstore.

6.7 The Customer grants Amstore, its agents and employees an irrevocable licence at any time to enter any premises where the Products are or may be stored in order to inspect them, or, where the Customer's right to possession has terminated, to recover them.

6.8 Where Amstore is unable to determine whether any Products included within the Works are the Products in respect of which the Customer's right to possession has terminated, the Customer shall be deemed to have sold all Products of the kind sold by Amstore to the Customer in the order in which they were invoiced to the Customer.

7. PRICE AND PAYMENT

7.1 Unless otherwise agreed by Amstore in writing, the price for any Products included within the Works shall be the price set out in Amstore's Invoice.

7.2 The Price for any Products included within the Works shall be exclusive of any value added tax and all costs or charges in relation to packaging, loading, unloading, carriage and insurance, all of which amounts the Customer shall pay in addition when it is due to pay for any Products included within the Works.

7.3 The Customer shall pay 100% of the invoiced amount immediately upon receipt of Amstore's Order Confirmation (Unless otherwise a different payment terms is expressly agreed in writing with the company). Payment shall be made to the bank account nominated in writing by Amstore. Time for payment shall be of the essence.

7.4 No payment shall be deemed to have been received until Amstore has received cleared funds.

7.5 The Customer shall make all payments due under these Terms in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by Amstore to the Customer.

7.6 If the Customer fails to pay Amstore any sum due pursuant to these Terms, the Customer shall be liable to pay interest to Amstore on such sum from the due date for payment at the annual rate of four (4) % above the base lending rate from time to time of HSBC Bank plc, accruing on a daily basis until payment is made, whether before or after any judgment. Amstore reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998. Further, Amstore shall be entitled to suspend Delivery of any Orders that remain outstanding and to cancel any other Orders for as long as any sums due to Amstore remain outstanding.

7.7 Unless Amstore expressly agrees otherwise in writing, if the Customer cancels all or part of an order for Works once Amstore has issued an Order Confirmation in respect thereof, Amstore shall be entitled to retain the Deposit pertaining to such order by way of liquidated damages for breach by the Customer of the Contract. Retention of all or part of the Deposit shall be without prejudice Amstore's other legal rights or remedies in relation to such cancellation.

8. CONTENT STANDARDS

8.1 These content standards apply to any and all content material which the Customer provides to Amstore for inclusion in any Products included within the Works.

8.2 All content must be accurate (where they state facts), be genuinely held (where they state opinions), comply with applicable law in the UK and in any country from which they are posted. The Customer warrants and represents that it has the necessary rights and authority to use, publish and share all of the images, music, data and material contained in the content.

8.3 All content must not contain any material which is defamatory of any person; contain any material which is obscene, offensive, hateful or inflammatory; promote sexually explicit material; promote violence; promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age; infringe any copyright, database right or trade mark of any other person; be likely to deceive any person; be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence; promote any illegal activity; be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety; be likely to harass, upset, embarrass, alarm or annoy any other person; be used to impersonate any person, or to misrepresent the Customer's identity or affiliation with any person; give the impression that they emanate from Amstore, if this is not the case; or advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

9. QUALITY AND RETURNS

9.1 Where Amstore is not the manufacturer of any Products included within the Works, Amstore shall endeavour to transfer to the Customer the benefit of any warranty or guarantee given to Amstore.

9.2 Amstore warrants that (subject to the other provisions of these conditions) upon delivery, and for a period of three (3) months from the date of delivery, any Products included within the Works shall

(a) be of satisfactory quality within the meaning of the Sale of Products Act 1979; and

(b) be reasonably fit for any particular purpose for which any Products included within the Works are being bought if the Customer had made known that purpose to Amstore in writing and Amstore has confirmed in writing that it is reasonable for the Customer to rely on the skill and judgment of Amstore.

9.3 Amstore shall not be liable for a breach of any of the warranties in clause 9.2 unless

(a) the Customer gives written notice of the defect to Amstore, and, if the defect is as a result of damage in transit to the carrier, within five (5) days of the time when the Customer discovers or ought to have discovered the defect; and

(b) Amstore is given a reasonable opportunity after receiving the notice of examining such Products and the Customer (if asked to do so by Amstore) returns such Products to Amstore's place of business at the Company's cost for the examination to take place there.

9.4 Amstore shall not be liable for a breach of any of the warranties in clause 9.2 if

(a) the Customer makes any further use of such Products after giving such notice;

or (b) the defect arises because the Customer failed to follow Amstore's oral or written instructions as to the storage, installation, commissioning, use or maintenance of such Products or (if there are none) good trade practice;

or (c) the Customer alters or repairs the Products without the written consent of Amstore.

9.5 Subject to clause 9.3 and clause 9.4, if any of the Products do not conform with any of the warranties in clause 9.2 Amstore shall at its option repair or replace such Products (or the defective part) or refund the price of such Products at the pro rata rate provided that, if Amstore so requests, the Customer shall, at the Company's expense, return the Products or the part of such Products which is defective to Amstore.

9.6 If Amstore complies with clause 9.5 it shall have no further liability for a breach of any of the warranties in clause 9.2 in respect of such Products.

9.7 Any Products replaced shall belong to Amstore and any repaired or replacement Products shall be guaranteed on these terms for the unexpired portion of the three (3) month period.

10. LIMITATION OF LIABILITY

10.1 Subject to clause 4, clause 5 and clause 9, the following provisions set out the entire financial liability of Amstore (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of

(a) any breach of these Terms;

(b) any use made or resale by the Customer of any of the Works, or of any products incorporating any of the Works; and

(c) any representation, statement or tortious act or omission including negligence arising under or in connection with these Terms.

10.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Products Act 1979) are, to the fullest extent permitted by law, excluded from these Terms.

10.3 Nothing in these clauses excludes or limits the liability of Amstore

(a) for death or personal injury caused by Amstore's negligence; or

(b) under section 2(3), Consumer Protection Act 1987; or

(c) for any matter which it would be illegal for Amstore to exclude or attempt to exclude its liability; or

(d) for fraud or fraudulent misrepresentation.

10.4 Subject to clause 10.2 and clause 10.3,

(a) Amstore's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of these Terms shall be limited to these Terms price; and

(b) Amstore shall not be liable to the Customer for loss of profit, loss of business, or depletion of goodwill in each case whether direct, indirect or consequential, or any claims for

consequential compensation whatsoever (howsoever caused) which arise out of or in connection with these Terms.

11. INTELLECTUAL PROPERTY RIGHTS

All patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world (Intellectual Property Rights) and all other rights in the Works shall be owned by Amstore or its licensors, and remain vested in Amstore or its licensors. Amstore licenses all such rights to the Customer free of charge and on a non-exclusive, worldwide basis to such extent as is necessary to enable the Customer to make reasonable use of the Works. Amstore and its licensors give no representation, warranty, assurance, or guarantee with respect to the infringement of any Intellectual Property Rights, any right of privacy, or any other rights of third persons in relation to the Works.

12. CONFIDENTIALITY

12.1 Each party undertakes that it shall not at any time during these Terms and for a period of five (5) years after termination disclose to any person any confidential information disclosed to it by the other party concerning the business or affairs of the other party or of any member of its Group, including information relating to a party's operations, processes, plans, product information, know-how, designs, trade secrets, software, market opportunities and customers (Confidential Information), except as permitted by clause 12.2.

12.2 Each party may disclose the other party's Confidential Information

(a) to its employees, officers, agents, consultants or subcontractors (Representatives) who need to know such information for the purposes of carrying out the party's obligations under these Terms, provided that the disclosing party takes all reasonable steps to ensure that its Representatives comply with the confidentiality obligations contained in this clause 12 as though they were a party to these Terms. The disclosing party shall be responsible for its Representatives' compliance with the confidentiality obligations set out in this clause; and

(b) as may be required by law, court order or any governmental or regulatory authority.

12.3 Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in these Terms are granted to the other party or to be implied from these Terms. In particular, no licence is hereby granted directly or indirectly under any patent, invention, discovery, copyright or other intellectual property right held, made, obtained or licensable by either party now or in the future.

13. ASSIGNMENT

13.1 Amstore may without consent or notice to the Customer sub-contract the Contract or any part of it to any person, firm or company whom it reasonably believes is capable of supplying the Works or part of thereof in accordance with the Order Confirmation.

13.2 The Customer shall not be entitled to assign the Contract or any part of it without the prior written consent of Amstore.

14. FORCE MAJEURE

Amstore reserves the right to defer the date of delivery or to cancel these Terms or reduce the volume of the Products ordered by the Customer (without liability to the Customer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of Amstore including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of ninety (90) days, the Customer shall be entitled to give notice in writing to Amstore to terminate these Terms.

15. COMMUNICATIONS

15.1 All communications between the parties about these Terms shall be in writing and delivered by hand or sent by pre-paid first class post or sent by fax or sent by email to such address as shall be notified by the parties to each other.

15.2 Communications shall be deemed to have been received

(a) if sent by pre-paid first class post, two days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting); or

(b) if delivered by hand, on the day of delivery; or

(c) if sent by fax on a working day prior to 4.00 pm, at the time of transmission and otherwise on the next working day; or

(d) if sent by email, on the day of delivery.

16. GENERAL

16.1 Each right or remedy of parties under these Terms is without prejudice to any other right or remedy of the parties whether under these Terms or not.

16.2 If any provision of these Terms is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonably it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of these Terms and the remainder of such provision shall continue in full force and effect.

16.3 Failure or delay by the parties in enforcing or partially enforcing any provision of these Terms shall not be construed as a waiver of any of its rights under these Terms.

16.4 The parties to these Terms do not intend that any term of these Terms shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

16.5 These Terms and the documents referred to in it constitute the whole agreement and understanding of the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter of these Terms.

16.6 Each party acknowledges that, in entering into these Terms, it has not relied on any statement, representation, assurance or warranty (whether made negligently or innocently) other than those expressly set out in these Terms or the documents referred to in it.

16.7 Each party agrees that all liability for and remedies in respect of any representations are excluded except as expressly provided in these Terms.

16.8 Any variation of these Terms shall be in writing and signed by or on behalf of the parties.

16.9 The formation, existence, construction, performance, validity and all aspects of these Terms shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

16.10 Customer issued Content Masters for any Amstore works will only be kept for the duration of the project and will not be stored / archived thereafter.