

CONDITIONS OF SALE

In these conditions "the Seller" means Hollywood Monster Limited, its successors and assigns and includes any subsidiary company of Hollywood Monster Limited by which the goods are sold.

All contracts for the sale of goods by the Seller incorporate these conditions. The conditions detailed below comprise the main points. Any term or condition in the Buyer's order which is inconsistent with these conditions shall be of no effect.

- a) Where the contract provides for testing of the goods on behalf of the Buyer before delivery whether at the Seller's site or elsewhere, then the goods shall be tested prior to acceptance by the Buyer. If the Buyer does not review the test of the goods within the time specified or if within 14 days of such testing the Buyer does not notify the Seller in writing that the goods are not in accordance with the contract, specifying the matters complained of, then the Buyer shall conclusively be deemed to have accepted the goods as being in accordance with the contract and shall not thereafter be entitled to reject the goods on the grounds of anything which such testing has revealed.
- b) The Buyer shall be deemed to have accepted the goods and it shall be conclusively agreed that the goods are in accordance with the contract unless
 - (a) the Buyer gives notice in accordance with Condition a) herein, or
 - (b) within 21 days after receipt of the goods, and prior to their use or re-sale, the Buyer serves upon the Seller a written notice specifying any defect in the quality or state of the goods or other respect in which the goods are not in accordance with the contract which would be apparent upon careful inspection or by such testing as it is reasonable in all the circumstances for the Buyer to undertake or stating why the goods are not otherwise in accordance with the contract and thereafter provides to the Seller a reasonable opportunity of inspecting or testing the goods before they have been used or resold, or
 - (c) if a defect in the quality or state of the goods or other respect in which the goods are not in accordance with the contract would not be apparent upon careful inspection or reasonable testing, the Buyer serves upon the Seller written notice of such defect or respect forthwith upon its discovery and in any event not more than 2 months after the receipt of the goods specifying the matters complained of and affording to the Seller a reasonable opportunity of inspecting the goods before any making good or replacement is undertaken. The Buyer shall not be excused from providing such opportunity by reason only of the incorporation of the goods in the property of a third party or the location of the goods in, upon or under the premises or land of a third party.

Any dispute between the parties as to whether any goods are defective in quality or state or otherwise not in accordance with the contract shall be referred, in accordance with the provisions of the Arbitration Acts 1950, 1979 and 1996 or any statutory modification or re-enactment thereof for the time being in force, to a single arbitrator to be agreed between the Seller and the Buyer or in default of agreement to be nominated by the President for the time being of The Law Society of England and Wales.
- c) Provided that the Buyer has complied with the requirements as to notice in Conditions a) or b), whichever may be applicable, and subject to the provisions of Condition e) herein, if the goods or any part thereof are defective in quality or state or (save for discrepancy in weight or quantity) otherwise not in accordance with the contract then, if the Seller and the Buyer do not agree that the Buyer should accept the goods at an agreed value or that the goods should be made good at the Seller's expense, the Seller undertakes to accept a return of the relevant goods and at the Buyer's option either to
 - (a) repay or allow the Buyer the invoice price thereof (including freight where appropriate) and any reasonable transport costs incurred by the Buyer in carrying the relevant goods from the place of original delivery of such goods to the Seller's site from which they were despatched or to such other place as the Seller may nominate, or
 - (b) replace the goods by delivering replacement goods to the original place of delivery as soon as may be reasonably practicable.
- d) The undertakings in Condition c) herein are given in lieu of any other legal remedy and the liability of the Seller shall be for all purposes limited to the cost of making good, the giving of any appropriate credit or repayment or to the replacement of the goods in accordance with that condition. Under no circumstances shall the Seller be liable for any other loss, damage, or expense whatsoever occasioned by any breach of contract, negligence or breach of any duty of the Seller whatsoever and howsoever such loss, damage, or expense may have been caused.
- e) Goods sold as "of a temporary nature" or goods accepted by the Buyer pursuant to Condition c) herein which the Seller and the Buyer agree to be "of a temporary nature" are sold in their actual state, as seen, without warranty to their durability. Any statement, specification, description or other information provided by the Seller in respect of such goods is given in good faith

but the Seller can accept no responsibility for its accuracy. Under no circumstances will the Seller be under any obligation to replace or make good such goods or consider any claim whatsoever in respect thereof. If the Buyer shall re-sell such goods the Buyer shall ensure that a provision in similar form to this condition is incorporated in the re-sale agreement unless prior to reselling the goods, the Buyer has caused the goods or such part of the goods as the Buyer resells to comply with a recognised specification or standard. Items "of a temporary nature" include banners and timber supported signs.

- f) Reservation of Title is a condition of sale which applies to this and all deliveries. No title to a property in the goods shall vest in the buyer until payment of this invoice and all monies due have been received in full. In case of non payment the Seller shall be entitled to enter premises and repossess goods, or proceeds of sale, in your possession or in the hands of any liquidator, receiver or administrator. Acknowledgement or receipt of goods shall be proof of acknowledgement of this condition applying to this end and all future sales and cannot therefore be regarded as a post contractual condition. Upon delivery, the goods shall be at the risk of the Buyer. The Buyer shall in all respects treat and deal with the goods as the agent of the seller and shall store the goods so that they are readily identifiable as the property of the Seller.
- g) The Seller shall be entitled without prejudice to its other rights and remedies either to terminate wholly or in part any or every contract between itself and the Buyer or to suspend any further deliveries under any or every contract in any of the following events:
 - a) if any debt is due and payable by the Buyer to the Seller but is unpaid,
 - b) if the Buyer has failed to provide any letter of credit, bill of exchange or any other security required by the contract provided that in such event the aforesaid rights of termination or suspension shall apply only in regard to the particular contract in respect of which the Buyer shall have so failed,
 - c) if the Buyer has failed to take delivery of the goods under any contract between it and the Seller otherwise than in accordance with the Buyer's contractual rights,
 - d) if the Buyer becomes insolvent or enters into any composition or arrangement (including a voluntary arrangement) with its creditors or, being a body corporate, has passed a resolution for voluntary winding up except where solely for the purpose of reconstruction or if a petition has been presented for an order for its winding up or for a Receiver (including an Administrative Receiver) or Administrator to be appointed or if any such order or appointment is made or if, being an individual or partnership the Buyer suspends payment of his or their debts in whole or in part or if an application has been made for an Interim Order or a petition has been presented for a Bankruptcy Order or if any such order is made or if the Buyer, whether or not a body corporate, shall carry out or be subject to any analogous act or proceedings under foreign law.
- h) The Seller shall be entitled to exercise its aforesaid rights of termination or suspension at any time during which the event or default giving rise thereto has not ceased or been remedied and, in the event of any such suspension, the Seller shall be entitled as a condition of resuming delivery under any contract between it and the Buyer to require prepayment of, or such security as it may require for the payment of, the price of any further delivery.
- i) The Buyer shall not be entitled to withhold payment of any amount payable under the contract to the Seller because of any disputed claim of the Buyer in respect of defective goods or any other alleged breach of the contract, nor shall the Buyer be entitled to set off against any amount payable under the contract to the Seller any monies which are not then presently payable by the Seller or for which the Seller disputes liability.
- j) In the event of any liability arising as a result of the product supplied, our maximum liability is strictly limited to the sales value of the product supplied. In the event of Hollywood Monster producing products to the customer's own specification, we cannot be held responsible in any way for any liability that might subsequently arise as a result of such products.