PHOTOS LINES LIMITED
TERMS AND CONDITIONS OF SALE

1. INTERPRETATION

1.1 In these Terms and Conditions of Sale (the "Conditions")
1.1.1 "The Seller" means Photos Lines Limited of Thames Mills, Harlow Road, Harlow, Essex, England, CM20 2HF.
1.1.2 "The Buyer" means the person, firm or company to whom the Goods are sold by the Seller.
1.1.3 "Contract" means any contract between the Seller and the Buyer for the Sale and Purchase of goods, interpreting these Conditions; and any amendment thereto, which is to be applied by the Seller to the Buyer (whether in whole or part) of the Goods.
1.2 In these Conditions headings are for convenience only and shall not affect their construction.

2. PARTIES

2.1 Any Contract made with the Seller will be on these Conditions of Sale and is subject to the following:
2.1.1 the Buyer will purchase the Goods in accordance with the delivery schedule and prices specified in the Contract;
2.1.2 the Buyer will make all payments to the Seller in accordance with the payment terms specified in the Contract;
2.1.3 the Buyer will not be entitled to make any set-off or counterclaim against the Seller for any reason;
2.1.4 the Buyer will not be entitled to make any representations or performance of the Buyer so as to affect its effect. No addition or variation of these Conditions shall bind the Seller unless expressly agreed in writing and signed by the Technical Sales Manager or E. Douman of the Seller.

3. CONTRACT AND SELECTION OF THE GOODS

3.1 The Seller will send a quotation to the Buyer to quote or to supply the Goods. A copy of these Conditions of Sale will be attached to the quotation.
3.2 The Buyer shall be deemed to have accepted the offer if the Seller shall notify the Buyer to that effect within 14 days of the date of the quotation.
3.3 Any quotation by the Seller shall be deemed to be an offer to sell the Goods unless the Buyer within the quotation is to supply the Goods subject to a contract. The Buyer shall be deemed to have accepted the contract by returning a signed copy of the quotation to the Buyer within 14 days from the date of the quotation.
3.4 Any quotation is given on the basis that no Contract will come into existence except as described in Clause 3.3. Any quotation is valid for a period of 30 (thirty) days from date issued, provided the Seller has not withdrawn it.

4. DESCRIPTION

4.1 The description and specification for the Goods shall be on the Contract form and shall be the same as the correct description of the Goods.
4.2 All descriptions, drawings, specifications, and instructions issued by the Seller to the Buyer and any descriptions or illustrations contained in the Seller's catalogue or brochures or issued as published for the sole purpose of giving an approximate idea of the Goods described in the Seller, they will be the sole part of the Contract.

5. ORDERS AND SPECIFICATIONS

5.1 As stated in Clause 2.2 any order or purchase of the Goods must be in writing and the Seller shall be responsible for ensuring the accuracy of the terms of any order and that any specifications are accurate and complete.
5.2 No order which has been accepted by the Seller pursuant to Clause 5.1 may be cancelled by the Buyer or amended with the exception of the writing of the Seller and the terms and conditions that the Buyer shall indemnify the Seller against all loss (including loss of profit).

6. DELIVERY

6.1 The Seller shall deliver a copy of a contract to deliver the Goods to the Buyer at the nominated delivery address and shall at the Buyer's request send or deliver the goods to the Buyer at the Buyer's nominated delivery address and the Buyer shall be responsible to pay for the carriage costs.
6.2 The Seller shall deliver the Goods free of charge to the Buyer at the nominated delivery address and the Buyer shall pay for the carriage costs.
6.3 Subject to the provisions of Clause 6.2 above, where despatch or delivery is delayed by more than 30 (thirty) days beyond the estimated date given in the Acknowledgement Form, the Buyer shall give the Seller a reasonable time within which to fulfill its obligation.
6.4 If any of the Goods or part of the Goods or any of the Goods is damaged in transit, the Buyer shall notify the Seller within 24 hours of receipt of the Goods and the Buyer shall give the Seller a reasonable time within which to fulfill its obligation.
6.5 Claims of damage or non-compliance with the Goods must be notified to the Seller at the nominated address within 14 days from receipt of the Goods by the Buyer and any loss or damage resulting therefrom shall be the sole responsibility of the Buyer.
6.6 The Seller shall deliver the Goods on contact at the nominated delivery address and in the event of any non-delivery of the Goods or any loss or damage resulting therefrom the Buyer shall be solely responsible for the loss or damage.
6.7 No payment or delivery is to be made by the Seller until such time as the Buyer has paid for the Goods and the Buyer shall not be entitled to any Contract in respect of any other obligations.

7. PRICE

7.1 The price of the Goods (the "Price") confirmed in the Acknowledgement Form is exclusive of any applicable VAT which the Seller shall be additionally liable to pay to the Seller.
7.2 The Seller is stated on an ex works basis and where the Buyer agrees to deliver the Goods to the Buyer's premises, the price shall be liable to fail in the adder's charges for transport, packaging and insurance. Such additional amounts may be charged by the Seller.

8. PAYMENT

8.1 The Buyer shall pay the whole of the purchase price for the Goods within 30 (thirty) days from the date of the delivery of the Goods.
8.2 Payment shall be by direct transfer to the Seller's bank account (through the BACS system).
8.3 Payment shall be made by means of a letter of credit in the Seller’s name and in the Buyer's favour of the Seller which the Buyer will arrange to be financed by a first class bank acceptable to the Seller. All charges in respect of such letter of credit shall be paid by the Buyer.
8.4 On the date upon which the Buyer is notified by the Seller that the Buyer is ready to despatch or deliver the Goods, the Buyer shall deliver the Goods to the Buyer for the delivery. Any charge for the delivery of such Goods shall be paid by the Buyer.
8.5 The Buyer shall deliver the Goods or pay for the Goods on demand of the Seller the Buyer shall deliver the Goods and the Buyer shall immediately deliver the Goods to the Buyer on demand of the Seller.
8.6 The Buyer shall deliver the Goods to the Buyer at the nominated delivery address and any charge for the delivery of such Goods shall be paid by the Buyer.
8.7 If the goods are not delivered to the Buyer within 14 days of the date upon which the Buyer is notified by the Seller that the Buyer is ready to despatch or deliver the Goods, the Buyer shall pay for the Goods on demand of the Seller.
8.8 If any of the Seller's obligations under this clause are not performed by the Buyer for any reason whatsoever, the Seller shall be entitled to withhold payment of all outstanding balances at the rate of 3.0% (three per cent) per annum from the date of invoice to the date of payment in full.
8.9 The Seller reserves the right to claim interest under the Late Payment of Commercial Debts Interests Act 1992.
8.10 If the Goods are not delivered to the Buyer within 14 days of the date upon which the Buyer is notified by the Seller that the Buyer is ready to despatch or deliver the Goods, the Buyer shall pay for the Goods on demand of the Seller.
8.11 If any of the Seller's obligations under this clause are not performed by the Buyer for any reason whatsoever, the Buyer shall be entitled to withhold payment of all outstanding balances at the rate of 3.0% (three per cent) per annum from the date of invoice to the date of payment in full.

9. WARGASIBILITY AND LIABILITY

9.1 The Goods shall be placed at the Buyer's risk from the time the Buyer takes delivery of the Goods.
9.2 In the event that the Goods are damaged in transit, the Buyer shall notify the Seller within 24 hours of receipt of the Goods and the Buyer shall give the Seller a reasonable time within which to fulfill its obligation.
9.3 The property in the Goods shall remain with the Seller until the Buyer is paid in full for the Goods and the Buyer shall not be entitled to sell the Goods to another party until the Buyer is paid in full for the Goods.
9.4 The Seller reserves the right to claim interest under the Late Payment of Commercial Debts Interests Act 1992.
9.5 If the Seller is entitled to sell the Goods to another party until the Buyer is paid in full for the Goods.
9.6 The Seller reserves the right to claim interest under the Late Payment of Commercial Debts Interests Act 1992.

10. RETURN, REPAIR AND FREE FROM LIABILITY

10.1 If the Buyer is not supplied with the Goods which are subject to any Contract on payment the Goods will be of satisfactory quality and correspond with their specifications and that they will be within the normal limits of isolation for such products, the Buyer shall be entitled to refuse to take delivery of the Goods and the Buyer shall be entitled to have the Goods repaired or replaced by the Seller.
10.2 If any of the Goods is not in accordance with the specifications of the Goods or the Seller fails to supply the Goods which is not in accordance with the specifications of the Goods, the Buyer shall be entitled to have the Goods repaired or replaced by the Seller.
10.3 If any of the Goods is not in accordance with the specifications of the Goods or the Seller fails to supply the Goods which is not in accordance with the specifications of the Goods, the Buyer shall be entitled to have the Goods repaired or replaced by the Seller.

11. INTELLECTUAL PROPERTY

11.1 The Seller is entitled to all right and property and to afford design changes without notice as required by technical developments or where such changes are affected by the Seller alone.
11.2 The Buyer agrees to indemnify the Seller against all loss arising from any infringement of the Buyer’s design where such infringement is of such nature that results in the sale of the Goods to the Buyer.
11.3 The Buyer agrees to indemnify the Seller against all loss arising from any infringement of the Buyer’s design where such infringement is of such nature that results in the sale of the Goods to the Buyer.
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11.5 The Buyer agrees to indemnify the Seller against all loss arising from any infringement of the Buyer’s design where such infringement is of such nature that results in the sale of the Goods to the Buyer.

12. ASSIGNMENT

12.1 The Buyer shall not be entitled to assign or transfer any of the Goods without the written consent of the Seller.
12.2 The Buyer shall not be entitled to assign or transfer any of the Goods without the written consent of the Seller.
12.3 The Buyer shall not be entitled to assign or transfer any of the Goods without the written consent of the Seller.

13. RIGHTS OF THIRD PARTIES

13.1 No rights under the Seller shall be transferable under the Conditions in respect of any Tort claims other than those of the Seller.
13.2 The Buyer may assign the Contract to any part of it to any person, firm or company. In respect of the Buyer the variation of the Contract is deemed to be the written provisions contained in Clause 13.2 of these Conditions.
13.3 Any award made to the Buyer shall be subject to the Buyer's right to assign the Contract to the Buyer.
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13.5 Any award made to the Buyer shall be subject to the Buyer's right to assign the Contract to the Buyer.

14. NOTICES

14.1 Notice may be served under the Conditions by either party in accordance with the address set out in the Contract.
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15. LEGAL AND DISPUTE RESOLUTION

15.1 Any dispute arising in or under the Contract shall be referred to arbitration by an arbitrator to be appointed by the President of the Law Society.
15.2 The Contract shall be governed and interpreted in accordance with the Law.

IMPORTANT

If you have difficulty in reading these Conditions, a full set is available from the Seller on request.