

# AL STIRLING

## Standard Terms and Conditions of Trade

### 1. Interpretation

In these Terms and Conditions (Terms), the following words and phrases shall have the following meanings:

"the Buyer" means the person, firm or company who purchases the Goods from the Company.

"the Company" means Audio Ninja / Alasdair Stirling

"Contract" means the contract between the Company and the Buyer which shall be deemed to incorporate these Terms.

"Goods" means any goods/services agreed in the Contract to be supplied by the Company to the Buyer.

"Place of Delivery" means the place to which the Goods are to be delivered.

In these Terms, reference to any statute or statutory provision shall be construed as a reference to such statute or statutory provision as amended, modified, re-enacted or replaced from time-to-time.

### 2. The Contract

The Contract shall be on these Terms to the exclusion of all other terms and conditions, including any such terms and conditions that are purported to be included or applied by the Buyer.

No terms and conditions contained in the confirmation of order, purchase order or other document of the Buyer will form part of the Contract.

### 3. Delivery

Unless otherwise agreed in writing, the Place of Delivery shall be the address given by the Buyer at the time of order.

Any dates specified by the Company for delivery of the Goods are intended to be an estimate only. If no date is specified for delivery of the Goods, delivery shall be within a reasonable time.

Subject to the other provisions of these Terms, the Company shall not be liable for any loss, whether direct or consequential, economic or loss of profits or otherwise, arising directly or indirectly out of any delay in the delivery of the Goods nor will any delay entitle the Buyer to terminate or rescind the Contract unless the delay exceeds 60 days.

### 4. Risk in and Ownership of the Goods

Risk in the Goods shall pass to the Buyer on delivery.

Ownership in the Goods shall not pass to the Buyer until the Company has received in full in cleared funds all sums due to the Company in respect of the Goods and all other sums which are or may become due to the Company from the Buyer on any account.

### 5. Price

The price for the Goods shall be the price set out by the Company at time of order. The price for the Goods shall be exclusive of all costs of carriage and insurance and applicable VAT which the Buyer shall pay in addition.

The Buyer shall pay such deposit as the Company shall direct. Alterations to order after signing order form will cause additional charges as applicable to be levied against the Buyer.

Completed work includes one review in the agreed cost (minus additional materials required to complete the work). Secondary review charged at 50% hourly rate per hour worked. Third and subsequent reviews charged at full hourly rate per hour worked.

### 6. Payment

Subject to paragraph 5, payment of the price of the Goods shall be due before delivery by the company.

Payment shall not be deemed to have taken place until the receipt by the Company of cleared funds.

## 7. Warranties

The Company warrants that the Goods are of satisfactory quality.

If the Buyer wishes to make a claim under this warranty, the Buyer shall give written notice to the Company within 30 days of the discovery of the defect and give the Company a reasonable opportunity to inspect the Goods in question.

The Company shall not be liable for any breach of warranty if the Buyer makes any further use of the Goods after giving such notice or alters or repairs the Goods without the agreement of the Company.

The Company's liability under the warranty shall be limited to repairing or replacing the Goods in question or refunding the price of such Goods.

## 8. Limitation of Liability

The Company's liability in contract, tort or otherwise arising out of the subject matter of the Contract shall not exceed £100 and the Company shall under no circumstances be liable to the Buyer or any third party for any consequential, indirect or economic loss or damages.

The Company acknowledges the copyright of artists and composers. The Buyer understands and agrees that he/she is liable for any MCPS and or PRS charges (should they be applicable) arising out of the manufacture, supply and/or use of the Goods.

## 9. Force Majeure

If either party is subject to an event of Force Majeure, that is circumstances outside its reasonable control, including but not limited to war, fire, industrial disputes or civil commotion, it shall notify the other and the first party's obligations under these Terms shall be suspended until it notifies the other party of the end of such event of Force Majeure.

## 10. General

If any part of these Terms is found to be void or unenforceable by any Court of competent jurisdiction, such part shall be severed from these Terms which will otherwise remain in full force and effect.

These Terms shall be governed by and interpreted according to English Law and the parties submit to the exclusive jurisdiction of the English Courts.

## 11. Copyright and Ownership

Copyright and intellectual property rights of produced Goods shall remain with the Company. Work should not be edited, copied, re-used, re-sold or transferred without express permission of the company. Any filmed footage/design work/audio recordings are supplied for the specified project only, re-use may result in additional licensing fees.

Copyright and intellectual property rights of raw video footage/audio recordings shall remain with the company. Please note that the supply of raw video footage/audio recordings and/or other files used to produce the Goods is not included as part of any agreement and/or commission.

## 12. Exclusivity

All work carried out by the company is on a non-market exclusive basis.

## 13. Confidentiality

The buyer shall not discuss and/or disclose the terms and conditions of any agreed contract with a third party.