

## Clear Cut Pictures Limited Terms & Conditions of Trade

### 1 DEFINITIONS

In this document:

- 1.1 "Conditions" means these terms & conditions;
- 1.2 "Client" means the company, individual, sole trader, association, unincorporated body or partnership stated in the order or as may be otherwise agreed in writing between the authorised representatives of Clear Cut Pictures and the client.
- 1.3 "Confirmation" means an acknowledgement issued by CCP of the Order (which shall include fax, e-mail and verbally);
- 1.4 "Content" means audio or visual information contained on the Source Material;
- 1.5 "Digital Delivery" means all methods of delivery of Source Material and New Material, to and from the Client, but excluding physical delivery;
- 1.6 "CCP" means Clear Cut Pictures Ltd.;
- 1.7 "Equipment" means the equipment to be provided by CCP (if any) in accordance with the Order, together with the accessories (if any) and cases in which the Equipment is packed and any part or parts of the same as further specified in the Order or as may be otherwise agreed between the authorised representatives of CCP and the Client;
- 1.8 "New Material(s)" means any material created by or for CCP in accordance with the Order or as may be otherwise agreed between the authorised representatives of CCP and the Client, including material created through the duplication or manipulation of the Content;
- 1.9 "Order" means a request from the Client to CCP whether issued in writing (which shall include fax and e-mail) or verbally for the supply of Equipment, New Materials, Personnel and/or Services;
- 1.10 "Personnel" means the personnel (if any) supplied by CCP to provide the Services and any or all of them;
- 1.11 "Proposal" means any written proposal that may be issued by CCP to the Client (including any proposal to which these Conditions are attached) setting out certain details, including, but not limited to, the Services, New Materials and/or Equipment to be provided as applicable and the charges, fees or costs (some or all of which may be stated to be estimates) relating to them, together with any subsequent amendment(s) as may be agreed in writing between the authorised representatives of CCP and the Client;
- 1.12 "Services" means the services to be provided by CCP (if any) in accordance with the Order, Proposal; or as may be otherwise agreed between the authorised representatives of CCP and the Client;
- 1.13 "Source Material" means the instrument on which the original Content is contained and delivered to CCP by or on behalf of the Client; and
- 1.14 "Term" means the period of hire of Equipment, the supply of the Services and/or supply of Personnel to the Client, as applicable. In the case of rental of Equipment, this shall commence upon the Equipment being collected by or delivered to the Client and terminate on the date of the return of the Equipment to CCP in accordance with the Order, Proposal or any extension agreed by an authorised representative of CCP. In the case of supply of Personnel, this shall commence on the first date of supply of the personnel and terminate on the return of the Personnel to CCP's premises in accordance with the Order, Proposal or any extension agreed by an authorised representative of CCP.

### GENERAL TERMS & CONDITIONS

#### 2 APPLICATIONS

- 2.1 These Conditions alone shall govern and be incorporated in every contract made by or on behalf of CCP with the client. They shall apply in place of and prevail over any terms or conditions contained or referred to in any documentation submitted by the Client or included in any correspondence, purchase order or elsewhere or implied by trade, custom or course of dealing unless specifically excluded or varied in writing by a board director of CCP and any provisions to the contrary are hereby excluded or extinguished.
- 2.2 If, subsequent to any agreement which is subject to these Conditions, an agreement is made with the Client without reference to any terms and conditions, such agreement howsoever made shall be deemed to be subject to these Conditions.
- 2.3 Any agreement between the Client and CCP, whether verbal or written, which does not conform to these Conditions shall not be binding on CCP unless it has been accepted in writing by a board director of CCP.

#### 3 ORDERS & CANCELLATION

- 3.1 Each Order placed by the Client shall be deemed to be an offer by the Client to CCP subject to these Conditions. No Order placed by the Client shall be deemed to be accepted by CCP until a Confirmation is given by CCP or (if earlier) CCP delivers the Equipment, New Materials, Personnel and/or Services to the Client. The Client must ensure that the terms of its Order and any applicable specification are complete and accurate. If CCP issues a proposal, the Client's written approval of such Proposal shall be deemed to be an Order.
- 3.2 Where prices are stated to be estimates, CCP shall use its reasonable endeavours to ensure that the estimates are accurate and, in the event that they are not, to inform the Client of the actual price(s) as soon as it becomes aware that the estimate is inaccurate. Approval by the Client of any Proposal that contains estimated prices shall infer the client's agreement to pay the actual prices at the date of delivery of the Equipment, New Materials, Personnel and/or Services supplied.
- 3.3 Unless otherwise agreed, if CCP agrees to accept cancellation of an Order, a cancellation fee shall be payable by the client. This cancellation fee will be the higher of : CCP's expenses incurred in relation to the Order or arising from the cancellation or variation; or a

%age of CCP's fees and costs for the Equipment, Personnel and/or Services set out in the Order, determined by the length of notice of cancellation provided by the client in writing as follows:

Over 30 days 10% of the total Order value

8-30 days 25% of the total Order value

Up to 7 days 50% of the total Order value

3.4 If the Client requires any change, variation, addition or deletion to the Order after it has been received by CCP, CCP will inform the Client of the effect of any such change, variation, addition or deletion on delivery times and the costs, fees and expenses and the Client will be responsible for these.

#### 4 PAYMENT TERMS

4.1 All CCP invoices are 21 days net unless stated

4.2 Interest will be charged at 4% above Bank of England base rate and backdated to due date of invoice if terms exceeded

#### 5 DELIVERIES

5.1 CCP shall use its reasonable endeavours to effect delivery and/or collection of the Equipment and/or New Material and, if applicable, installation of the Equipment at such time and place as shall be mutually agreed between the Client and CCP. For the avoidance of doubt, time for delivery and/or provision of Services, Personnel, New Materials, Equipment or installation by CCP shall not be of the essence unless specifically agreed in writing by a board director of CCP. All delivery and installation dates are estimates only and should, if applicable, the delivery and/or installation process be held up by the Client or by its agents or sub-contractors, CCP will not be held responsible for any delay in the completion of the overall project to which the Equipment and/or Services relate or any losses thereby incurred by the Client.

5.2 When the Equipment and/or New Material is collected from CCP's premises or is delivered by CCP other than under the supervision of the Personnel, the Client or his agent or representative shall sign CCP's delivery note. Such signature shall be conclusive proof of the quantity and the date of delivery/receipt specified and also confirmation that the Equipment and/or New Material has been delivered/received to the quality and quantity as specified by CCP in accordance with the Order or as otherwise agreed in writing.

5.3 The Client shall make provision to examine the Equipment and/or New Material immediately upon collection from or delivery by CCP to it, its client, end user, agent or other representative and it is the responsibility of the Client in all cases to establish any loss or damage.

5.4 The Client shall notify CCP in writing of any claim that the Equipment and/or New Material is damaged or not in accordance with the quality and quantity as specified by CCP in accordance with the Order or as otherwise agreed in writing within three working days of delivery or collection and all communications must quote CCP's despatch note number. The Equipment and its packaging must be preserved by the Client intact pending investigation by CCP. If the Client fails to notify CCP within this period, the Equipment and/or New Material shall be deemed to be of the quality and quantity as specified by CCP in accordance with the Order or as otherwise agreed in writing and the Client shall pay CCP accordingly.

5.5 Any claim for non-delivery of Equipment and/or New Material must be made in writing and received by CCP within 14 days of the invoice date and any claim must quote CCP's invoice number.

5.6 Any claim for damage to the Equipment due to defective installation by CCP must be communicated to CCP in writing within three working days of installation and all communications must quote CCP's despatch note number. The Client should not repair or attempt to repair or request a third party to repair or attempt to repair the Equipment or the installation without the prior written consent of an authorised representative of CCP.

5.7 CCP shall be entitled to charge the Client for delivery and, as appropriate, installation costs, including delivery effected by an agent, carrier or supplier of CCP and for subsistence costs of the Personnel effecting delivery and/or installation where the delivery/installation address is more than 50 miles from any of CCP's premises. Where the delivery/installation address is outside the UK, the Client shall be responsible for all delivery costs and for securing any and all customs clearances.

5.8 Where the Equipment and/or New Material is delivered in instalments and the Client either fails to accept any delivery or permit installation when due or defaults in making payment in respect of any instalment when due, CCP may cancel any outstanding deliveries and, if applicable, installation and the Client shall compensate CCP in full for any loss or expense arising from such cancellation.

#### 6 LIMITATIONS AND EXCLUSIONS OF LIABILITY

6.1 Nothing in these terms and conditions will: (a) limit or exclude our or your liability for death or personal injury resulting from negligence; (b) limit or exclude our or your liability for fraud or fraudulent misrepresentation; (c) limit any of our or your liabilities in any way that is not permitted under applicable law; or (d) exclude any of our or your liabilities that may not be excluded under applicable law.

6.2 The limitations and exclusions of liability set out in this Section and elsewhere in these terms and conditions: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under the terms and conditions or in relation to the subject matter of the terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

6.3 We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

6.4 We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

6.5 We will not be liable to you in respect of any loss, malfunction or corruption of any 3rd party data, database or software.

6.6 We will not be liable to you in respect of any special, indirect or consequential loss or damage.

## 7 INDEMNITIES

7.1 You hereby indemnify us and undertake to keep us indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute on the advice of our legal advisers) incurred or suffered by us arising out of any breach by you of any provision of these terms and conditions[, or arising out of any claim that you have breached any provision of

## 8 TERMINATION

8.1 Any agreement by CCP to supply Equipment, New Materials, Personnel and/or Services to the Client may be terminated immediately by CCP giving written notice to the Client to that effect on the happening of any of the following events:

8.1.1 if the Client fails to pay any charges, fees or costs due to CCP in accordance with these Conditions within seven days of the same having become due (whether demanded or not); or

8.1.2 if the Client fails to observe or perform any other of its obligations set out in these Conditions; or

8.1.3 if the Client shall make any arrangement with its creditors; or

8.1.4 if in the opinion of CCP, the Client shall be unable to pay its debts as and when they fall due; or

8.1.5 if an order shall be made or an effective resolution passed for the winding up of the Client (other than for the purposes of a reconstruction or amalgamation); or

8.1.6 if an administrator, receiver or manager or administrative receiver shall be appointed of the whole or any part of the undertaking or assets of the Client, or

8.1.7 if, in the opinion of CCP, the Client, its employees, authorised agents and/or subcontractor(s) are guilty of dishonesty, misconduct, incompetence or wilful neglect of their duties.

8.2 Termination shall not affect any other right or remedy of CCP against the Client and shall not affect the right of CCP to recover from the Client any charges, fees or costs or other monies due to CCP at the date of such termination and shall not affect CCP's right to recover damages from the Client in respect of any breach of these Conditions.