

**STUDIO ELLIS LTD
ORDER FORM
TERMS AND CONDITIONS**

GENERAL

1. The terms of business set out below cancel all previous issues.
2. "The Company" and/or "The Seller" means Studio Ellis Ltd, company number 12523987
4. "The Customer" and/or "The Buyer" means the person, firm or company with whom a contract for the sale of goods is reached.
4. "The Goods" mean the products and/or services, which are the subject of an order from the Buyer to the Company, whatever the description.
5. In the case that the Customer is a Limited company, all of its directions, joint and several, agree to be personally liable for payment to the Company of all balances outstanding including interest, charges and any other monies due.
6. The Company may accept or reject an Order at its discretion. Once the Company has acknowledged and accepted the Customer's Order in writing by delivery of an Order Confirmation signed by the Buyer, it shall become a binding contract and the Customer shall purchase the Goods in accordance with the Order Confirmation subject to these Terms and Conditions (including any terms as set out in the Order Confirmation) which shall govern the contract to the exclusion of any other terms and conditions express or implied. No variations to these Terms and Conditions are binding unless agreed by the Company in writing.
7. Where a Customer's payment is in arrears, the completion date of any outstanding orders will be extended indefinitely and the Customer will be held fully liable for any such orders and may be asked to pay for such goods in advance of delivery.
8. The Customer agrees to allow the Company to make full enquiries from all sources and pass on such information to third parties.

CANCELLATION

The Customer can cancel an order without penalty within 10 days of the order date. After that date, the order is irrevocable but at the companies discretion it reserves the right to make a charge of 50% for any cancellation by the Customer of any order to cover any loss suffered as a result of such cancellation. The Company may cancel whole or part of any order for any reason without any compensation to the Customer

DELIVERY

1. The Company will use all reasonable means to deliver the Goods with the period quoted but shall not be liable for any direct, contingent or consequential loss arising from any delay. Any dispatch date or delivery time specified is a business estimate only.
2. Once the Customer, or a person appearing to have the authority to do so, has signed for the Goods the risk in and responsibility for the Goods shall vest with the Customer.
3. The Customer shall inspect the Goods immediately on delivery and inform the Company **in writing** of any shortage, pilferage, discrepancy or damage **within 14 days**. If the Customer fails to give notice the goods shall be presumed to be in accordance with the contract and the Customer shall be deemed to have accepted the good accordingly.
4. If the Company accepts in writing that certain Goods are of faulty manufacture, the Company reserves the right to Repair or Replace as under the Sale of Goods Act 1979.
5. The Customer must inform the Company **in writing** within 14 days if goods invoiced to the Customer have not been delivery. In the case of failure to inform the Company of such non-delivery the Customer will be held fully responsible for payment of these goods.

DRESS HIRE

The Company does not permit the Customer to offer the Goods for hire.

TITLE OF PROPERTY

The Company claims legal Retention of Title adhering to the "Romalpa" Clause

1. Title in the Goods shall not pass to the Buyer until the Seller has received cash or cleared funds in payment for those Goods and all Goods previously delivered to the Buyer by the Seller. The Buyer shall hold the Goods on behalf of the Seller; insured, protected and identified.
2. The Buyer may sell the Goods by way of a principals sale, but not as agent, to a third party but may not otherwise dispose of the Goods until title has passed to the Buyer in accordance with clause 1 above.
3. Should the Buyer become subject to any Court Order the Seller may terminate all or any part of any contract with the Buyer and suspend or cancel any deliveries.
4. Subject to prior notice, the Seller's representative shall be entitled to enter the Buyer's premises to recover Goods the title of which has remained with the Seller.

OVERDUE ACCOUNTS

1. Payment terms shall be set out in the Order Confirmation.
2. Should the Customer not make payment for the whole of the balance of monies within the agreed terms, the Company shall be entitled to charge interest (both before and after judgement) at the rate of 2% per month until payment is received in full plus any legal charges and costs.
The Company may also at their discretion, suspend any financial credit facilities previously offered to the Customer. However the Customer will still be liable in full for any outstanding orders. Advance payment for outstanding orders will also be required before delivery which does not in any way affect the customer being still liable for the outstanding order. The Company also reserves the right to withhold and outstanding orders until the Customers account is paid in full.
3. The Company reserves the right to cancel or suspend any further deliveries, whether ordered under the same contract or not, until payment in full is received. If invoices become overdue legal action will be taken without prior notice to the Customer.
4. Goods can only be returned for credit by the Customer provided that the Company has agreed in writing and the goods must be in pristine condition. The Customer can not return goods in lieu of payment. Acceptance by the Company's agents or sales staff of goods returned does not imply acceptance by the company.
A handling charge of 50% of the invoice value may be charged for unauthorised returns of current seasons stock from customers. A handling charge of 90% of the invoice value may be charged for unauthorised returns of previous seasons stock from customers.

JURISDICTION

1. The contract incorporating these terms and conditions shall be governed by and in accordance with the laws of England and is subject to the exclusive jurisdiction of the English Courts.
2. These Terms and Conditions are not intended to limit or control any Statutory Rights. If any part of these Conditions are deemed to be invalid by and Competent Authority the validity of other provisions of the Terms and Conditions shall not be affected thereby.