



CONDITIONS OF BUSINESS: Fine Art Solutions Limited

IMPORTANT NOTICE:

Please read these trading conditions with care. Whilst we endeavour to provide a service of the highest standard, even the best enterprises must take account of the possibility, however remote, of error, omission or wrongdoing. We therefore draw your attention to our standard conditions of trading and in particular clauses 4 and 10, which contain provisions defining and limiting our liability in respect of any potential breach or default or otherwise, by anyone who has contact or dealings in the course of the Company's business.

1. PARTIES

In these conditions, "Company" shall mean Fine Art Solutions Limited and "Customer" shall mean the person or Company with whom the Company shall have entered into a contract for the sale of the goods or provision of services.

2. INCORPORATION OF TERMS

2.1 Save to the extent that any provision of the sale of Goods Act 1976 (or any other relevant legislation) is non-excludable, these conditions together with such other provisions of the said Act or other legislation as are not inconsistent herewith shall apply to all contracts by the Company and shall form part of the basis of the contract between the Company and Customer.

2.2 These terms cover:

(a) All quotations and price lists as given;

(b) All orders accepted;

(c) All pictures, prints, frames, artwork, books, and other items of whatsoever nature left with the Company or its agent(s) for any purpose in connection with the business of future business of the Company or the Customer ("Property") and supersedes all other terms in the Company's catalogue or elsewhere, and shall override and exclude any other terms stipulated or incorporated or referred to by the Customer, whether in the order, or in negotiations, and any course of dealing established between the Company and Customer. All orders hereafter made by the Customer shall be deemed to be made subject to these terms.

2.3 No contract for the sale of the Goods specified in any order, acknowledgment or other communication ("Goods") shall be concluded until the Company has acknowledged the order in writing.

2.4 The signing by the Company of the Customer's documentation shall not modify any of these terms nor imply any modification of these terms.

2.5 No employee, servant or agent of the Company has any authority whatsoever, except in writing and with the written agreement of the Company,

to amend, vary, modify or waive any of the terms and conditions contained herein.

2.6 No modification of these terms shall be effective unless made by an express written agreement between parties.

3. PRICE

3.1 All prices quoted by the Company are exclusive of any taxes.

3.2 The Company's costs (including storage charges, if any) due to the Customers neglect or default or lack of instruction shall be paid by the Customer in addition to the contract price.

3.3 Unless otherwise agreed in writing, the prices at which the Goods are sold are the respective prices listed in the Company's price list in force on the date the Company acknowledges the Customer's order.

3.4 All prices quoted by the Company are exclusive of the Customer's special packing and/or covering requirements; the Goods are delivered without covering unless the Customer specifies its covering requirements at the time of placing the order, which requirements may, at the Company's discretion, be the subject of an additional charge over and above the price.

3.5 The Company reserves the right to make a charge for delivery. Any such charge will be notified to the Customer in writing on the invoice

4. NO GUARANTEE, WARRANTY OR UNDERTAKING

The Company gives no guarantee, warranty or undertaking, express or implied, as regards to the fitness or suitability for any particular purpose of the Goods or their injurious quality or freedom from latent defects save where such guarantees, warranties or undertakings are required by law to be given. The Customer acknowledges and agrees that it is solely responsible for ensuring that the Goods are fit and/or suitable for the Customer's purpose.

5. DESCRIPTION

Notwithstanding that the Goods may have been described and/or depicted in the brochure, catalogue or price list of the Company, if the Goods correspond with any sample which has been produced to and examined by the Customer, such Goods shall be deemed to correspond with the description or depiction in any such brochure, catalogue or price list whether or not that is in fact the case.

6. SAMPLES

Where the Company has provided the Customer with samples of any products produced by the Company or has sent the Customer Goods on approval such products or Goods are delivered to the Customer on a sale or return basis, this is to say, upon condition that:

6.1 If the said products of Goods are retained by the Customer for more than 3 months from the date of delivery then the Customer shall, forthwith, pay for them in full;

6.2 The obligation to pay shall be discharged upon either the placing of an order for purchase of any of the products of the Customer or by waiver in writing by the Company.

7. PLACE OF DELIVERY

The Company shall deliver the Goods to the Customer at the Customer's place of business or such other place as the Customer shall nominate at the time of placing the order for the Goods.

8. RISK

8.1 Risk in the Goods shall pass to the Customer upon physical delivery of the Goods into the care and/or custody of the Customer or its servant, or agent or to the carrier, whether or not the carrier was contracted by the Company or the Customer.

8.2 Risk in the Property shall remain with the Customer, whether or not there has been physical delivery of the Property into the care and/or custody of the Company or its servant, or agent.

8.3 The Customers must make its own insurance arrangements to cover damage to or loss of

(a) the Goods in transit; and/or

(b) on any Property

9. PAYMENT/RETENTION OF TITLE

9.1 Payment for the Goods shall be made in accordance with the terms set out in the invoice provided always that property in the Goods shall not in any circumstances pass until payment in full of any amount due in respect thereof shall have been made together with interest thereon (if any).

9.2 Until payment in full shall have made been aforesaid, the Customer shall hold the Goods as bail on behalf of the Company and shall keep the Goods stored within its premises separately from its own or any other Goods stored therein.

10. COMPANY'S RIGHT ON BREACH OF CONTRACT BY THE CUSTOMER

10.1 If the Customer fails to pay the Company any amount on due date, or if otherwise in breach of any terms hereof.

(a) Interest due from the rate of 2% per month shall be payable upon all amounts due for from the Customer to the Company, including general damages, after, as well as before, Judgement has been obtained from the earlier of the invoice dates or the date upon which the Company's cause of action arose.

(b) The Customer shall pay all legal fees and other costs of enforcement (or otherwise arising from the Customer's breach incurred by the Company (whether or not Court proceedings shall have been issued) on a full indemnity basis together with interest thereon pursuant to clause 11.1 from the date upon which the Company shall have become liable to pay such fees and/or other costs. The written certificate of the Company's solicitor being conclusive proof of the amount due under this clause (b).

(c) The Company may repossess any Goods in respect of which payment is overdue and thereafter resell the same, and for this purpose, the Customer hereby grants an irrevocable license to the Company and its servants and agents to enter upon all or any of its premises with or without vehicles during normal business hours. This right is without prejudice to any other rights of the Company.

(d) The Company shall have the right when such failure to pay (or other breach) arises before delivery of the Goods to the Customer to withhold delivery of the same until such time as payment of all sums due from the Customer to the Company has been made whether or not such sums are due in respect of the Goods withheld including interest, legal costs, storage costs

and any other costs or expenses of the Company incurred by reason of the Customer's default and/or breach.

(e) The Customer shall pay all expenses incurred by the Company arising directly or indirectly from such breach and/or failure to pay including, without prejudice to the generality of the foregoing, the costs of storage.

11. LIMITATION OF CLAIMS

11.1 The Customer shall carefully examine the Goods on receipt of the same and the Company shall not be liable to the Customer:

(a) For shortage in quantity delivered, or damage to, or loss of the Goods or any part hereof in transit unless such shortage, damage, or loss is noted on the Company's copy of the delivery and full written details of such shortage, damage, or loss are served on the Company within 3 working days or delivery or (if the delivery note is endorsed "unexamined") notice is served as aforesaid within 7 working days of delivery.

(b) For other defects in the Goods, unless written notice is served on the Company within 3 months of receipt of the Goods by the Customer.

11.2 The Company's liability, howsoever arising, shall not exceed:

(a) the Goods shall be the unit price as stated on the Company's invoice

(b) the value of the Property is agreed not to exceed £100.

12. DELAY

12.1 All delivery dates given by the Company are estimates only and the time of delivery shall not be of the essence of the contract.

12.2 Should the Company be prevented from or hindered in delivering the Goods or any part thereof by reason of war, riot, explosion, fire, flood, strike, lockout, Acts or regulations of Government, shortage of materials or labour, acts, default or omissions of the supplier of the Goods (are any part thereof) to the Company or any cause beyond the Company's control, the time for delivery shall be extended until the cause of delivery being prevented or hindered has been removed or ceased to exist.

12.3 Should the Company be prevented from delivering part of the Goods by reason of any of the causes specified in clause 13.2, the Company shall deliver and the Customer shall take and pay for such part of the Goods as the Company shall be able to deliver in accordance with the contract

12.4 Where the Goods are contracted for delivery by instalment, each delivery shall be deemed to be the subject of a separate enforceable contract.

12.5 The Company shall be entitled to deliver part of the Goods ordered or to deliver in instalments and to invoice the Customer for such part delivery or each such instalment.

12.6 If delivery of the Goods has not been made within 6 months of the estimated delivery date, the Customer shall be entitled, by giving written notice to the Company to cancel its order in respect of such Goods.

12.7 In no circumstances shall the Company be liable to compensate the Customer in damages or otherwise for late delivery or non-delivery of the Goods or for any loss, consequential or otherwise, arising therefrom.

13. COPYRIGHT

13.1 Reproduction of any artwork or materials/digital files, given to the Company to reproduce and/or print, is only accepted under the specific

understanding that the customer has the appropriate rights that comply with all legislation under current Copyright Law.

13.2 The attention of the Customer is drawn to the provisions of the Copyright, Designs and Patents Act 1988 and , more particularly that by reason of certain provisions of the Act, breach of copyright is, in certain circumstances, a criminal offence.

14. INDEMNITY

The Customer shall indemnify the Company against all action, proceedings, liability, claims, damages, costs and expenses in relation to or arising out of the sale use or operation of any product of the Customer of which the Goods or any part of them from part.

15. CONSTRUCTION

Each provision of these conditions of trading is to be construed separately applying and surviving even if for any reason, any one or more of the said provisions is held inapplicable or unreasonable in any circumstances and shall remain in force notwithstanding termination or nonperformance of the contract.

16. PROPER LAW/JURISDICTION

All questions arising out of or in connection with this contract or the Goods and/or Property or services supplied or covered by it or any matter between the parties arising from it shall be settled by the Courts of England to the Exclusion of all foreign Courts and all Tribunals and in any case the contract and all such questions shall be construed in accordance with and governed by the laws of England.