



## MEDIA FRENZY NORTH LTD - STANDARD CONDITIONS

1. In these Conditions the following shall have the meaning set out in this clause unless the context requires otherwise:
  - 1.1. The "Purchaser" is the party which has agreed to buy the Goods and/or Services from the Seller.
  - 1.2. The "Seller" is Media Frenzy North Ltd (Company number: 04991107) whose registered address is Wayside Cottage, York Road, Barlby, Selby, North Yorkshire, YO8 5JH (VAT number 844410936)
  - 1.3. The "Conditions" are those set out in these standard conditions and any special conditions which the Seller has agreed in writing with the Purchaser.
  - 1.4. "Goods" and "Services" are those Goods or Services that the Purchaser has agreed to Purchase.
  - 1.5. The "Delivery Date" is the date upon which the Seller undertakes to deliver the Goods and/or Services to the Purchaser.
  - 1.6. The "Price" is the price at which the Seller has agreed to sell and the Purchaser to buy the Goods and/or Services.
2. The headings in these Conditions do not form a part thereof.
3. These Conditions apply to all contracts of sale between the Seller and the Purchaser to the exclusion of all others, whether contained in a purchase invoice, Purchaser's terms and conditions or otherwise where either:
  - 3.1. the Seller agrees in writing that the Conditions may be so varied or
  - 3.2. such of the Purchaser's or other terms are consistent with the Conditions and purport
    - 3.2.1. neither to add to nor increase the obligations of the Seller nor
    - 3.2.2. to reduce, restrict or limit the obligations of the Purchaser.
4. The placing of any order by the Purchaser shall be deemed to be an offer to purchase Goods and/or Services subject to these Conditions. The acceptance by the Purchaser of any Goods purchased from the Seller shall be conclusive evidence of acceptance of these Conditions.
5. Acceptance of any Goods or Services shall be conclusive proof of acceptance by the Purchaser of these Conditions.
6. No variation of these Conditions shall be effective unless contained in a document signed by the Seller.
7. The Price
  - 7.1. The Price of the Goods and Services shall be that set out in Schedule 1 of these Conditions or the Seller's quoted price, whichever is applicable.
  - 7.2. The Price set out or quoted does not include VAT which shall be chargeable in addition to the applicable rate.
8. Payment
  - 8.1. Payment on any invoice is due within 30 days of rendering. Time is of the essence in respect of this term.
  - 8.2. Interest on amounts overdue including VAT will accrue at the rate of 8% above the ordinary lending rate of the Bank of England from time to time and will continue to accrue both before and after any judgment unless the relevant judgment rate after judgment is higher.

9. Retention of Title
  - 9.1. The title to any contingent of Goods will remain with the Seller until the Seller has received:
    - 9.1.1. full payment for them and/or
    - 9.1.2. full payment for any other Goods and/or Services supplied under these Conditions or any other contract between the Seller and the Purchaser.
  - 9.2. Until full payment is received as specified in this Clause 9 the Purchaser hereby acknowledges that he has possession of the Goods solely as bailee and in a fiduciary capacity for the Seller.
  - 9.3. The Purchaser shall keep the Goods separate and clearly identifiable as the property of the Seller until title has passed under the provisions of this clause 9.
10. The Goods and/or Services
  - 10.1. The quantity and description of the Goods and Services supplied under these Conditions shall be that set out or identified in Schedule 1 to these Conditions or in any other document pursuant to Clause 6 of these Conditions or otherwise pursuant to these Conditions.
11. Warranty as to confirm with description
  - 11.1. The Seller warrants that the Goods supplied under these Conditions will correspond to, at the time of delivery, with the description it has given to the Purchaser. All other warranties, terms and conditions relating to quality, fitness for purpose or condition, whether implied by common law or statute, or expense are excluded save where to do so would be by law impermissible.
12. Delivery
  - 12.1. Risk shall pass on delivery and delivery shall be effected when:
    - 12.1.1. the Goods are collected by the Purchaser or its agent or carrier or
    - 12.1.2. the Goods are delivered to the address agreed in the order confirmation or such other address as has been agreed by the Parties in writing prior thereto. Delivery shall be on the Delivery Date but in respect thereof time shall not be of the essence although the Seller will use its best endeavours to effect it at the date therein specified. No liability will accrue to the Seller for late delivery of the Goods and in respect of short or non-delivery its liability shall be limited to a refund of that part of the purchase price which reflects the non-delivery or shortfall or the making up of such short delivery at the Seller's discretion.
13. Liability for breach
  - 13.1. Whilst the Seller will endeavour at all times to comply with its legal and contractual obligations to the Purchaser it does not accept liability for any loss suffered by the Purchaser as a result of any misrepresentation, misdescription, breach of contract, breach of duty or other act or omission (unless fraudulent) however made or caused which constitutes more than a refund of any sum paid or the waiver of any sum contractually payable by the Purchaser for the Goods.
  - 13.2. The Purchaser does not accept liability for any consequential economic or other losses suffered by the customer whether resulting from misrepresentation, misdescription, breach of contract, breach of duty or other act or omission (unless fraudulent) however caused.
  - 13.3. Nothing in these Conditions shall limit the right of either Party to seek to recover damages for personal injury or death occasioned by breach of contract or breach of duty by the other Party, its employees or agents.
14. Acceptance
  - 14.1. The Purchaser shall be deemed to have accepted the Goods 24 hours after delivery. Thereafter the Purchaser will not be entitled to reject the Goods on the basis that they do not conform to those to be supplied under these Conditions.
15. Liability after acceptance of Goods
  - 15.1. The Seller shall have no liability to the Purchaser in respect of the Goods after they have been accepted by the Purchaser.
16. Liability after rejection of the Goods
  - 16.1. If the Purchaser is entitled to and does reject the Goods the Seller shall have no further obligation to supply goods which conform to those the subject matter of these Conditions.

17. Law and jurisdiction

17.1. This Agreement is governed by the laws of England and Wales and is subject to the exclusive jurisdiction of the courts of England and Wales.

18. Invalid clauses

18.1. In the event that any term of these Conditions is found to be invalid or otherwise unenforceable then such term shall be regarded and construed as severable from the Conditions so as not to affect the validity and enforceability of the remainder.

19. Schedules

19.1. The Schedules form part of these Conditions including any subsequent amendments made thereto and which are authorised by these Conditions.