



CONDITIONS OF TRADE (p1)

DEFINITIONS

The Company means CCK Media Technologies Ltd. "CCK " and any other company which shall from time to time be a subsidiary or associate company (as defined by the Companies Acts) of CCK Media Technologies Limited.

The Customer means the persons, firm or company for whom the services are to be performed or to whom goods are to be supplied.

Goods means the products from time to time created, produced, processed or hired by the Company.

Services means all services from time to time conducted by the Company at the request of the Customer.

The Premises means any premises at which the Company shall from time to time operate and conduct its business.

1. Conditions of Trading

The Company's rate card is subject to the terms and conditions set out herein and to the right of the Company to change the rates quoted in the rate card at any time without prior notice.

2. Orders

Orders for the use of the Company's services and the purchase of goods may be placed either verbally or in writing and thereupon such orders will become binding provided that all cancellations of any orders will only be effective if in writing given by the Customer.

3. Payment

The Company reserves the right to require the Customer to make full or part payment prior to the performance of the order by the Company. All other payments shall be made within Thirty days of the date of invoice.

4. Variations in the Rate Card

If at any time between the acceptance of the order and performance by the Company of its duties hereunder any increase in the rates of pay or in the rates of Value Added Tax or expenses or social insurance contributions or payments payable by the Company to or in respect of any of the crew hired to the Customer becomes effective pursuant to legislation or to a Union Agreement recognised by the Company then those rates in the rate card which include the provision of a crew shall be increased by an equivalent amount. The Customer will be informed in writing of the circumstances pertaining to the amount of any such increases and shall be required to pay any such increases.

If at any time between the acceptance of the order and the performance by the Company of its duties hereunder the charges of any sub-contractor or agent engaged by the Company to supply any of the goods required by the Customer shall be increased then the charges for such goods shall be increased by an equivalent amount. The Customer shall be notified in writing of and shall be required to pay any such increases in charges.

5. Union Agreements

The Customer hereby undertakes that it will at all times fully observe all the provisions of any appropriate agreement operated or acknowledged by the Company with any Trade Union in respect of all services to be furnished by the Company to the Customer hereunder. The Customer hereby undertakes at all times effectively to indemnify the Company against all expenses damages and loss (whether consequential or otherwise) which the Company may suffer by reason of any action taken by any such Trade Union in consequence of a breach by the Customer or the Company at the request of the Customer of the provisions of any such agreement.

6. The Premises

The Customer will be required to observe any rules or regulations from time to time in force at The Premises. The Company shall not be liable for any loss damage or injury howsoever caused to any employee, property or other equipment of the Customer or of anyone attending at The Premises at the request of the Customer.

7. Insurance

The Company does not provide any insurance whatsoever with respect to any risks that might arise out of the Customer's use of the Company's goods and any consequential risks that may arise from the Customer's use of the Company's goods.

8. Limitation of Liability

- i. The Customer shall at all times be liable to the Company and to those claiming through the Company for:
 - a. Any injury to or death of any of the Company's employees and
 - b. Any loss, damage or personal injury of any kind suffered by any third party.

Where such death, injury, loss or damage is occasioned by or arises out of any act or omission of the Company and its employees as a result of carrying out the instructions of the Customer (whether or not such death, injury, loss or damage arises as a result of any negligence on the part of the Company or its employees) the Customer shall indemnify the Company against all claims, proceedings or actions in respect of such death, injury, loss or damage howsoever occasioned at any location whatsoever.

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CONDITIONS OF TRADE (p2)

- ii. If the Company is unable to provide any of the goods agreed to be provided by the Company to the Customer due to circumstances beyond its control (including but not limited to industrial action by any person or persons whether or not employees of the Company) the Company shall not be liable for any loss suffered or any sum payable by the Customer as a result thereof.

9. Copyright and Defamation

The Customer shall indemnify the Company against all costs, claims, expenses or other liabilities of whatsoever nature incurred by the Company in respect of breach of copyright royalties, performance fees or any other proprietary right or claim of any kind by any third party or for defamation relating to any recording made by the Company for the Customer or any use by anyone of such recording or the dealing by the Company in any respect with material provided by the Customer.

10. Sub-Contractors

The Company shall be entitled to delegate the performance of any part of its obligation to the Customer to a sub-contractor but as between the Company and Customer the Company will at all times remain the principle as such services, goods and / or goods shall continue to be supplied under the terms hereof

11. Time or Indulgence

No neglect, delay, or indulgence on the part of the Company in enforcing the terms and conditions of this Agreement shall prejudice strict rights of the Company hereunder or be construed as a waiver thereof.

12. Terms of Contract

These conditions of trading shall constitute the whole terms of the contract between the Company and the Customer and shall not be varied other than by written amendment signed on behalf of the Company by a Director of the Company.

13. Controlling Law

Irrespective of whether this Agreement is to be wholly or partially performed outside of the UK this Agreement shall in any event be read and construed in accordance with the Laws of the UK.

14. Quality

Where the Customer complains about the quality of any goods or services within seven days of the provision of those goods or services and is able to satisfy the Company that a defect has arisen other than through:

- a. Defects in the Customer's materials or
- b. The Company following the Customer's instructions or
- c. The Customer incorrectly operating the Company's equipment or
- d. Defects inherent in the relevant process then the Company will at its own expense use its best endeavours to rectify such defects.

15. Interest for Late Payment

The failure of the Customer to make payment in accordance with Clauses 4 shall entitle the Company to charge interest on the amount from time to time outstanding at such rate as the Company may decide but which in any event shall not exceed 3% per month, accruing daily. Such interest shall be payable for the period from when payment shall be due until the date of actual payment.

16. Termination

If the Customer shall become insolvent or be declared bankrupt or be into receivership or liquidation or the Company shall become of the opinion during the rendition of its services that any work which it is required to do on behalf of the Customer is morally offensive or embarrassing or if the Customer shall otherwise be in breach of any of the other provisions of these conditions then the Company may in any of such events forthwith terminate any Contract with the Company on immediate written notice without incurring any liability to the Customer and without prejudice to the Company's rights accrued prior to the date of such termination.