

Acceptance

Orders are accepted on the understanding that the following terms of business shall be binding between the customer and Propix Limited, trading as Peak Imaging Professional (the Company). Any variation of these terms, which cancel all previous terms of business, must be agreed in writing and signed by a director of the Company.

Orders

Orders placed by the customer must be in writing. Any amendments to orders must be in writing. In the absence of written instructions the Company will complete work in accordance with its own understanding of the customers requirements. The customer must notify the Company in writing within 7 days of delivery of any dissatisfaction with the service or product provided. Any work rejected by the customer shall remain the property of the Company who reserve the right to charge the customer for any rejected work not returned.

Prices

All prices are nett and exclude VAT which will be added at the appropriate rate. Unless otherwise agreed the price payable by the customer shall be the Company's list price at the date of order. Orders for which prices have been quoted must include the date and the reference number of the quote. In the absence of this information the customer will be charged in accordance with the price list. Additional costs resulting from alterations by the customer to their original instructions will be charged accordingly. Prices in our price guide are subject to revision without notice.

Payment

All work must be paid for in full on collection or delivery. A 50% advance deposit will be requested on orders for goods or services of high value where the customer is not known to us. Personal cheques will be accepted only if supported by a valid cheque guarantee card. Company cheques can be accepted by prior arrangement only. We accept Mastercard, Visa, Switch and Delta cards. Postal customers without credit facilities should pay by credit card or include a cheque covering the full value of their order. This should include postage and packing plus VAT.

Credit accounts are available to customers dealing with us on a regular basis, subject to a minimum average order value of £100 per month. A £5 per month account handling charge will be levied on any order charged to a credit account if the total order value drops below £10 per month. Credit accounts can only be opened after receipt of a bankers reference and two satisfactory trade references. Unless otherwise agreed in writing all credit accounts MUST be settled in full on or before the 27th day of the month following invoice. The Company reserve the right to charge 2% per month interest on overdue accounts. Credit cards cannot be accepted as payments for accounts.

Organisations whose account departments demand official order numbers on all invoices MUST indicate an order number with each job. We cannot guarantee to link confirmatory orders sent later. Any query relating to an invoice must be raised in writing with our accounts department within 21 days of date of invoice. No discussion or adjustment is possible after that time.

Delivery

Local deliveries by our own transport at routine delivery times are not chargeable. Special deliveries made at the customers request will be charged out at 50p per mile for the round trip. All other forms of delivery, post, special delivery, courier etc. will be charged out to the customer at cost plus the cost of packaging.

Copyright

It is a criminal offence under the Copyright Designs and Patents Act 1988 to knowingly infringe copyright and it is the customer's responsibility to ensure that all material supplied to the Company for processing, copying or reproduction is free from any third party claim of infringement. Orders are only accepted on the clear understanding that:

1. The customer owns the copyright or that the work is out of copyright.
2. The customer has the copyright owner's written consent. In this case the written consent must accompany the order and work supplied.
3. The customer indemnifies the Company against all costs, claims, damages and losses of whatsoever nature arising from any action or claim brought by a third party in respect of alleged infringement of copyright.

Liability

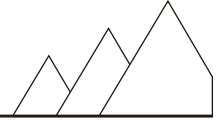
It is impossible for the Company to assess the value of originals and unprocessed film supplied by the customer and the charges made for our services do not reflect or incorporate unlimited liability. Whilst every reasonable care will be taken with customer's property (including originals) and film accepted for processing, the Company's liability for any loss or damage, whether caused by negligence or otherwise, is limited in the case of any one transaction to the replacement value of any such materials supplied by the customer, such material being accepted only on the clear understanding that their replacement value does not exceed the current retail price of equivalent new materials. Furthermore, the Company shall not be liable in any circumstances for consequential loss, special damages or other indirect loss, however caused.

Insurance

When original materials supplied to us are deemed by the customer to be of extremely high value, this fact must be declared to the Company in writing prior to any work being undertaken. We recommend in all such cases that extra insurance be taken out by the customer to cover the value involved. Any claim against the Company for any consequential loss or damage arising from the above shall be limited to a value not exceeding £50.00. The Company cannot accept liability in excess of that stated and any further loss will be deemed to be the responsibility of the customer and to result from his or her failure to effect adequate insurance cover.

Law & Statutory Rights

The contract between the customer and the Company will be subject to English law. The customer's statutory rights are not infringed by these terms.



Trading Name:

Type of Business:

Accounting Address:

Delivery Address:

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.....Post Code.....

.....Post Code.....

Accounts Contact:

Order Contact:

Tel No:

Tel No:

Fax No:

Fax No:

Registered office (if different from above):

Company registration number:

VAT number:.....

Name of Managing Director:

In the case of a sole proprietor or partnership names, private addresses and telephone numbers of the individuals concerned must be shown here:

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Bankers name and address:

.....

Name and addresses of two trade references:

(1)

(2)

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I/we apply for a credit account to be opened in the name of:

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I/we have read the terms of business shown overleaf and understand that overdue accounts will be suspended and an interest charge of 2% will be levied on the outstanding balance.

Signed:

Date:

Name:

Position: