

TERMS AND CONDITIONS OF SALE

1. In these conditions, Enhanced Images Ltd. is called "The Company" and any individual, Company or other party with whom the Company contracts is called "the Customer".
The Company undertakes to act in a proper and businesslike manner at all times, but in so far as disputes may occur with custom-made work the following are the Company's terms and conditions of sale. They attempt to reflect the fair and reasonable basis for trade on which our business has developed. The Customer in his/her act of placing an order accepts these conditions. Where Customer conditions are at variance with these conditions, these conditions shall at all times be accepted to overrule and prevail by virtue of the Customer's initial act of placement of order.
2. **PRICES**
All quotations supplied by Enhanced Images are exclusive of VAT, which will be charged at the prevailing rate.
All quotations given by Enhanced Images are withdrawn unless accepted within 30 days.
Orders are accepted at the prices ruling at the date of despatch, but every effort is made to notify changes in the amount chargeable as soon as possible. VAT, where applicable, must be charged when supplying an unregistered distributor or user. The prices and any discounts shown hereon apply to a direct sale by this Company. Any re-sale prices or discounts stated or implied are merely recommended as appropriate.
3. **CARRIAGE**
The Company reserves the right to charge for delivery. In the case of orders to be delivered outside of the United Kingdom the contract price will be F.O.B. unless otherwise agreed in writing.
4. **PAYMENT**
Unless otherwise agreed in writing, payment to be made as stated on the invoice.
5. **ACCEPTANCE**
Goods shall be deemed to have been accepted unless notification to the contrary is given in writing to the Company within 3 days of delivery. Goods will be available for inspection at the Company's works prior to dispatch if required and previously agreed. All goods are boxed or packed in a satisfactory manner to facilitate delivery to the Customer. The Company will not accept the return of Goods unless previous consent has been given to the Purchaser in writing.
6. **DEFECTS**
All warranties, conditions and representations not contained herein, whether expressed or implied, by common law, statute, conduct, custom or howsoever, are hereby expressly excluded.
7. **DAMAGE**
Save as herein provided we shall not be under any liability either by ourselves, our servants or agents for any injury, loss, damage or expenses of whatsoever kind whether direct or consequential and howsoever caused arising directly or indirectly in connection with the contract or anything done or omitted in connection therewith.
8. **FAULTY GOODS/BREACH**
The Company shall not be liable for any loss or damage, whether direct, indirect or consequential incurred by the Customer resulting directly or indirectly from a defect in the goods, The Customer assumes responsibility for suitability or fitness for any particular purpose of the contract goods and any statement made by the Company in this respect is understood to be an opinion only and that no reliance is placed on it.
Enhanced Images will not be responsible for any damage or deterioration caused to any part of the work by adverse weather or atmospheric conditions and the goods supplied by the customer are accepted by Enhanced Images on the understanding that they are suitably proofed against all possible hazards and/or are expendable.
Any variation or amendment to these conditions will only be binding on the Company if confirmed in writing by the Company and signed by a Director thereof. In all ways these conditions shall be construed and governed in accordance with the Laws of England.
9. **ORDER/CANCELLATION**
The Customer is considered to have created a contractual order upon issuing any instruction, which by agreement causes the Company to commence execution thereof. Where a Customer places an order, which requires the Company to buy goods specifically to meet that order, the Customer will be liable to a cancellation charge of 25% of the order value. The Customer may cancel at anytime prior to delivery, but shall be liable to the full costs incurred by the Company at the stage of cancellation. Administration charges may prevail for work undertaken.
10. **CONFIDENTIALITY**
The Company is not bound to keep any order or Customer confidential, but the Company shall not be allowed to use any Customer's name in a way which implied endorsement or recommendation.
11. **LEGAL CONSTRUCTION**
Unless otherwise agreed in writing, the contract shall in all respects be construed and operate as an English contract and in conformity with English Law.
12. **TITLE**
 - (a) All drawings, designs, patterns, all copyright and other intellectual property rights therein shall remain the property of Enhanced Images unless they have been supplied by the customer and accepted by Enhanced Images for the purposes of the production.
 - (b) The property in the goods shall not pass to the Purchaser until the Company has received the whole of the purchase consideration. The Company shall retain a lien over the goods until the whole of the purchase consideration has been received. In the case of non-payment, bankruptcy or liquidation, the Company reserves the right to cancel the order or any part thereof still to be supplied, and to retake possession of the goods already supplied without prejudice to any remedy for loss or damage occasioned.
 - (c) The Customer shall only be at liberty to sell the goods purchased from the Company prior to the passing of title on the understanding that if the Customer does sell the goods then the Customer will hold on trust for the Company so much of the proceeds of sale received by the Customer under Contracts which include any of the goods hereby sold as is necessary to discharge payment in full to the Company.