JTS STUDIO 3 DIGBY ROAD LONDON E9 6HX

TEL: 020 8985 3000 FAX: 087 0762 3019

JTS STUDIO ("The Company") - terms and conditions

General: All work undertaken and contracts made by the Company shall be deemed to incorporate these terms & conditions. The delivery of Tapes, Disc's, Metalwork, Artwork, etc to the Company shall constitute an acknowledgment by the customer that the order is accepted subject to these Terms and Conditions. The Company is not responsible for any consequential loss or expenses, howsoever caused, including incidental returns costs. If part of these terms is found to be unlawful, it shall not affect the validity of the remainder.

<u>Vinyl/CD pressings:</u> All customers are advised by the Company to obtain a test pressing (for vinyl pressing) or cdr/dat copy (for cd pressing) and approve this before starting any production run, as the Company will not under any circumstances be liable for any costs beyond this stage. No manufacturing runs will be started without approval from the customer.

Delivery: The time quoted for delivery of goods shall not be of the essence of the contract and the Company shall not be liable for any loss, injury, damage or expenses consequent upon delay or non-delivery of the goods.

Shortages & Faults: All shortages and complaints whatsoever regarding any order must be notified to the Company in writing within 7 days of receiving the goods. No complaint will be entertained without the return of the goods to the Company for inspection.

Copyright: Orders for copying/sound transfer from tape, Disc's, or any other forms are accepted on condition that copyright to reproduce material supplied is held by the customer or that copyright clearance has been obtained from the legal copyright holder. The customer shall indemnify the Company against all claims and costs arising from any breach of copyright inadvertently committed by the Company as a result of the customer not owning the copyright. For further information on copyright matters please contact the MCPS. (Tel: 020 7580 5544 www.mcps.co.uk)

Handling & Storage: Whilst every care will be taken by the Company to ensure proper handling and storage of supplied parts (tapes, Disc's, metalwork, sleeves, artwork, etc) the Company will not charge for storage of these goods and will not under any circumstances accept any liability or to be held liable in any way for any loss or damage to these goods. Customers are advised by the company to keep safety backup copies of all CD, tapes, disc's, files, artwork, etc. All uncollected parts will be disposed of after a period of 6 (six) months from the invoice date of the last order.

<u>Property:</u> The Company shall not be responsible for any loss, or damage to any property or goods left on the company's premises by the customer or any other person.

Payment: All orders are accepted on a cash with order basis unless a credit account has been granted. The company reserves the right to withhold or offset any payment to any of our customers or suppliers who have outstanding monies owing. Credit account payments are strictly 30 days end of month. Interest will be charged on all overdue accounts. The Company reserves the right to keep possession of any item supplied, Tapes, Disc's, Metalwork, Artwork, etc, until payment has been received in full or for account customers, any overdue payments have been received.

<u>Ownership:</u> Risk of loss or of damage to the products shall pass to the customer at the time of delivery or collection. The property in the products shall not pass to the customer until all sums due or owing to the company have been paid in full.
