

**Digital Media Productions Ltd. t/a DVD Centre  
hereinafter referred to as "The Company"**

**EXCERPTS FROM CONDITIONS OF TRADE**

**LIABILITY FOR MASTER VIDEOS/FILMS/DISCS/ARTWORK.**

Master videos, films, discs and/or artwork are accepted from Customers as a convenience and the Company does not assume financial responsibility for them beyond the value of the actual physical materials constituting same.

Master videos, films, discs and/or artwork deposited with the Company by the Customer are deposited entirely at the Customers own risk. The Company accepts no responsibility whatsoever for their safe keeping. Should such Master videos, films, discs and/or artwork be lost, damaged, or destroyed the Company shall not be liable for any consequential or indirect loss suffered by the Customer whether the loss arises from a breach of duty in contract or for and in any other way (including loss arising from the Company's negligence). Non exhaustive illustrations of consequential or indirect loss would be:

(a) Loss of Profits (b) Loss of Contract (c) Damage to property of the Customer or anyone else.  
(d) Personal injury to the Customer or anyone else (but only in so far as such injury is not caused by the Company's negligence). (e) Damage to the professional reputation of the Customer.

**COPYRIGHT AND CUSTOMER'S WARRANTY.**

The Customer warrants that it is the owner of the copyright in the subject matter of the Goods and if this is not the case that it has been granted the necessary licence to procure the manufacture and sale of the copyright in the subject matter of the Goods and that such manufacture and sale by the Company will not infringe the rights of any third parties.

**STORAGE OF MASTER RECORDINGS.**

The Customer may store its Master Recordings at the Company's facilities with the prior written agreement of the Company but the Company cannot guarantee to replace programme content should anything happen to the Master Recordings while in the Company's care. Master Recordings are accepted from Customers as a convenience and the Company does not assume financial responsibility for Master Recordings beyond the value of the actual physical materials constituting same.

**CLAIMS NOTIFICATION**

Any claim that any goods have been delivered damaged; are not of the correct quantity or do not comply with their description shall be notified by the Customer to the Company within seven days of their delivery. Any alleged defect shall be notified by the Customer to the Company within seven days of the delivery of the Goods or in the case of any defect which is not reasonably apparent on inspection within seven days of the defect coming to the Customer's attention.

Any claim under this condition must be in writing and must contain full details of the claim.

The Company shall be afforded reasonable opportunity and facilities to investigate any claims made under this condition and the Customer shall if so requested in writing by the Company promptly return any Goods the subject of any claim and any packing materials securely packed and carriage paid to the Company for examination.

The Company shall have no liability with regard to any claim in respect of which the Customer has not complied with the Claims procedures in these conditions.

If the Company is prevented from fulfilling any order within a reasonable time by reason of any cause beyond its reasonable immediate control the Company shall be under no liability to the Customer and shall be entitled at its option (to be notified in writing to the Customer) either to cancel any contract to which the Conditions apply or to extend the time or times for delivery.