

INTERPRETATION

1.1. In these Conditions the following words have the following meanings:

- | • Word | Meaning |
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| • “ the Buyer” | the person(s), firm or company who purchases the Goods from the Company; |
| • “ the Company” | Magic Kingdom Limited, ; |
| • “ Contract” | any contract between the Company and the Buyer for the sale and purchase of the Goods, incorporating these Conditions; |
| • “ Delivery Point” | the place where delivery of the Goods is to take place under condition 4; |
| • “ Goods” | any goods agreed in the Contract to be supplied to the Buyer by the Company (including any part or parts of them). |

2. GENERAL

2.1. These Conditions apply to all the Company's sales and any variation to these Conditions and any representations about the Goods shall have no effect unless expressly agreed in writing and signed by a director of the Company.

2.2. Orders will be processed by the Company on receipt of a written order confirmation from the Buyer. Written order confirmation should detail the order reference and be signed by an authorised signatory of the Buyer.

2.3. The description of the Goods shall be as set out in the Company's quotation. All drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They will not form part of this Contract.

3. DELIVERY

3.1. Any dates specified by the Company for delivery of the Goods are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery will be within a reasonable time.

3.2. Any liability of the Company for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the *pro rata* Contract rate against any invoice raised for such Goods.

4. RISK/TITLE

4.1. The Goods are at the risk of the Buyer from the time of delivery and ownership of the Goods shall not pass to the Buyer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of the Goods and all other sums which are or which become due to the Company from the Buyer on any account.

4.2. Until ownership of the Goods has passed to the Buyer, the Buyer must hold the Goods on a fiduciary basis as the Company's bailee; store the Goods (at no cost to the Company) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as the Company's property; not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; maintain the Goods in satisfactory condition insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company. On request the Buyer shall produce the policy of insurance to the Company; and hold the proceeds of the insurance on trust for the Company and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.

4.3. The Buyer's right to possession of the Goods shall terminate immediately if the Buyer has a bankruptcy order made against him or makes an arrangement or composition with his creditors or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Buyer ceases to trade.

5. PRICE

5.1. Unless otherwise agreed by the Company in writing the price for the Goods shall be the price set out in the Company's price list published on the date of delivery or deemed delivery.

5.2. The price for the Goods shall be exclusive of any value added tax and all costs or charges in relation to loading, unloading, carriage and insurance all of which amounts the Buyer will pay in addition when it is due to pay for the Goods.

5.3. Payment of the price for the Goods is due 30 days from the date the Goods are delivered and no payment shall be deemed to have been received until the Company has received cleared funds. The Buyer shall make all payments due under the Contract without any deduction whether by way of setoff, counterclaim, discount, abatement or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Buyer.

6. FORCE MAJEURE

The Company reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, Lockouts, or strikes.