

MUSIC EXCHANGE (MANCHESTER) LIMITED

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sales@musicx.co.uk
www.musicx.co.uk

TRADE APPLICATION FORM (UNITED KINGDOM)

Name Of Company/Firm/Partnership
("you"/"the Applicant")

Trading Address
.....
.....

Post Code
Telephone Number
Fax Number
Email

V.A.T. Number

Address of Head Office if not as above
.....
.....

Post Code
Telephone Number
Fax Number
Email
Website Address

Type of Business Premises

Name of Music Buyer

Name Of Accounts Manager

Bankers Name & Address
.....
.....

Account Number
Bank Sort Code

j). I, the undersigned on behalf of the applicant understand and agree that the following terms shall apply to all purchases from Music Exchange (Manchester) Ltd:-

- The Applicant has received, read & understood our Standard Terms and Conditions of purchase and payment below and agrees to them. The Standard Terms and Conditions below shall apply to all contracts for the sale of goods by Music Exchange (Manchester) Limited to the applicant to the exclusion of all other terms and conditions including any terms and conditions which the applicant may purport to apply under any purchase order confirmation of order or similar document.
- All orders for goods shall be deemed to be an offer by the Applicant to purchase goods pursuant to these conditions and the Standard Terms and Conditions below. Acceptance of this agreement and/or acceptance of delivery of the goods shall be deemed conclusive evidence of the applicants acceptance of these conditions and the Standard Terms and Conditions below.
- Any variation to these conditions and the Standard Terms and Conditions below (and any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by Music Exchange (Manchester) Limited.
- Music Exchange (Manchester) Ltd., will retain title to goods supplied until the full amount of any invoice in which the goods are listed has been paid in full in accordance with the Standard Terms and Conditions below.
- All Invoices will be paid to Music Exchange (Manchester) Ltd within 30 days of the last day of the month in which they were issued or the Goods were delivered or deemed to be delivered (whichever is the earlier).
- Limited Companies - Director's personal guarantees are required from all directors for companies with a share capital of under ten thousand pounds. (Please complete attached form). We require companies with a share capital of under £10,000, to complete a Directors Personal Guarantee Form before an account can be opened.
- Non Limited Companies – All partners/proprietors agree by signing the application that they are responsible for the payment of all debts to Music Exchange (Manchester) Ltd, for all goods and services provided within 60 days of the invoice dates and will complete the personal guarantee in the attached form.
- All successful Applicants will be given a credit limit which will be reviewed from time to time. If Applicants wish to exceed this then Director's or other guarantees may be required.
- If invoices are to various branches a consolidated statement will be sent to the Head Office.
- If the Applicant is a partnership this form must be signed by All partners. If the Applicant is a company then this form must be signed by a Director.

Signed	Signed
Print Name	Print Name
Position	Position
Date	Date
Signed	Signed
Print Name	Print Name
Position	Position
Date	Date

Director's Personal Guarantee Deed of Agreement Form On Behalf of

.....**Limited**
(Name of company applying for credit)

I (full name)**of** (full private address)

.....

Telephone No..... Mobile No.....

Email address.....

A Director of the above named company

Registered at (full address of registered office)

.....
.....
.....
.....
.....

Company registered number.....

In consideration of **Music Exchange (Manchester) Limited** providing credit to the above named company

I do hereby agree that in the event of the above named company failing to satisfy in full any outstanding invoices rendered by **Music Exchange (Manchester) Limited** within ninety days of receipt of invoice. I will personally guarantee to pay **Music Exchange (Manchester) Ltd** all sums outstanding up to a maximum of £10,000 per director of the above company on any invoices rendered which remain unpaid within a further twenty days and in accordance with the Standard Terms and Conditions below.

Dated.....

Signed as a Deed by.....**A Director of**

(Name of company).....

Signed in the presence of the following witness.

Signed by Witness.....

Name of Witness.....

Address of Witness.....

.....
.....

Personal Guarantee Deed of Agreement Form On Behalf of

.....
(Name of business applying for credit)

Full address.....
.....
.....
.....

I (full name)of (full private address)
.....
.....

Telephone No. Mobile No.....
Email Address.....

A Partner/owner of the above named business

In consideration of **Music Exchange (Manchester) Limited** providing credit to the above named business

I do hereby agree that in the event of the above named business failing to satisfy in full any outstanding invoices rendered by **Music Exchange (Manchester) Limited** within ninety days of receipt of invoice. **I** will personally guarantee to pay **Music Exchange (Manchester) Ltd** all sums outstanding up to a maximum of £10,000 per partner/owner of the above company on any invoices rendered which remain unpaid within a further twenty days and in accordance with the Standard Terms and Conditions below.

Dated.....

Signed as a Deed by.....**A Partner/owner of**

(Name of business).....

Signed in the presence of the following witness.

Signed by Witness.....

Name of Witness.....

Address of Witness.....
.....
.....

Music Exchange Standard Terms and Conditions

1 Definitions

In these Standard Terms and Conditions, unless the context requires otherwise:

Agreement:	the terms and conditions of sale set out in these Standard Terms and Conditions, the Application and any special terms and conditions agreed in writing by Music Exchange;
Applicant:	the person, firm or company named on page one of the Application as the applicant;
Application:	the trade application form attached to these Standard Terms and Conditions;
Buyer:	the Applicant who purchases the Goods from Music Exchange;
Delivery Date:	the date specified by Music Exchange when the goods are to be delivered;
Delivery Point:	the place where delivery of the Goods is to take place under clause [4] to be the Buyer's address unless otherwise stated;
Goods:	any goods agreed to be supplied to the Buyer by Music Exchange (including any part or parts of them);
Guaranteed Obligation:	all present and future payment obligations and liabilities of the Applicant to Music Exchange under this Agreement;
Guarantor:	the guarantors named in the Application, if any;
Music Exchange:	Music Exchange (Manchester) Limited;
Price:	the price for the Goods excluding carriage, packing, insurance and VAT subject to any discount as detailed in Schedule 1;
Standard Terms and Conditions:	these terms and conditions below.

- 1.2 A reference to any law or legislation is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate

legislation for the time being in force made under it.

- 1.3 Words in the singular include the plural and in the plural include the singular.
- 1.4 A reference to one gender includes a reference to the other gender.
- 1.5 The headings do not affect the interpretation of these Standard Terms and Conditions.

2. Application of these terms

- 2.1 Subject to any variation under clause 2.3 these Standard Terms and Conditions shall apply to all contracts for the sale of Goods by Music Exchange to the Buyer to the exclusion of all other terms and conditions including any terms or conditions which the Buyer may purport to apply under any purchase order, confirmation of order, specification or other document.
- 2.2 No terms or conditions endorsed on, delivered with or contained in the Buyer's purchase order, confirmation of order, specification or other document shall form part of the Agreement simply as a result of such document being referred to in the Agreement.
- 2.3 The Agreement applies to all Music Exchange's sales and any variation to the Agreement and any representations about the Goods shall have no effect unless expressly agreed in writing and signed by Music Exchange. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Music Exchange which is not set out in the Agreement. Nothing in this clause shall exclude or limit Music Exchange's liability for fraudulent misrepresentation.
- 2.4 Each order or acceptance of a quotation for Goods by the Buyer from Music Exchange shall be deemed to be an offer by the Buyer to buy Goods subject to these Standard Terms and Conditions.
- 2.5 No order placed by the Buyer shall be deemed to be accepted by Music Exchange until a written acknowledgement of order is issued by Music Exchange or (if earlier) Music Exchange delivers the Goods to the Buyer.
- 2.6 The Buyer shall ensure that the terms of its order and any applicable specification are complete and accurate.
- 2.7 Any quotation is given on the basis that no contract shall come into existence until Music Exchange despatches an acknowledgement of order to the Buyer. Any quotation is valid for a period of [30] days only from its date, provided that Music Exchange has not previously withdrawn it.
- 2.8 Acceptance of this agreement and/or acceptance of delivery of the goods shall be deemed conclusive evidence of the applicants acceptance of these conditions and the Standard Terms and Conditions below.

3. Description of Goods

- 3.1 The quantity and description of the Goods shall be as set out in Music Exchange's quotation or acknowledgement of order.
- 3.2 Backorders will be recorded unless otherwise requested, when backorders arrive in stock these will be sent out by Music Exchange to the Buyer with the Buyer's next order. However if no orders are placed within 21 days all dues will be despatched.

4. Delivery of the Goods

- 4.1 All delivery parcels are despatched by Music Exchange by courier service or by first class post for the UK Mainland (except Scottish Highlands)
- 4.2 Requests for delivery other than by courier are sent at Buyer's risk only.
- 4.3 Carriage Free on orders over 200 books (UK mainland only excluding Scottish Highlands)
- 4.4 Delivery of the Goods shall be made to the Delivery Point on the Delivery Date. The Goods may be delivered in advance of the Delivery Date upon the giving of reasonable notice to the Buyer. The Buyer shall make all arrangements to take delivery of the Goods whenever they are tendered for delivery.
- 4.5 Any dates specified by Music Exchange 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 shall be within a reasonable time.
- 4.6 Subject to the other provisions of the Agreement, Music Exchange shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by Music Exchange's negligence), nor shall any delay entitle the Buyer to terminate or rescind the Agreement unless such delay exceeds 180 days.
- 4.7 If for any reason the Buyer fails to accept delivery of any of the Goods when they are ready for delivery, or Music Exchange is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions, documents, licences or authorisations:
- 4.7.1 risk in the Goods shall pass to the Buyer (including for loss or damage caused by Music Exchange's negligence);
- 4.7.2 the Goods shall be deemed to have been delivered; and
- 4.7.3 Music Exchange may store the Goods until delivery, whereupon the Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).
- 4.8 The Buyer shall provide at the Delivery Point and at its expense adequate and appropriate equipment and manual labour for loading and/or unloading the Goods.
- 4.9 Each instalment shall be a separate contract and no cancellation or termination of any one contract relating to an instalment shall entitle the Buyer to repudiate or cancel any other contract or instalment.
- 4.10 The quantity of any consignment of Goods as recorded by Music Exchange on despatch from Music Exchange's place of business shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary.
- 4.11 Music Exchange shall not be liable for any non-delivery of Goods (even if caused by Music Exchange's negligence) unless the Buyer gives written notice to Music Exchange of the non-delivery within 7 working days of the date when the Goods would in the ordinary course of events have been received.
- 4.12 Any liability of Music Exchange 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 rate against any invoice raised for such Goods.

5. Acceptance of the Goods

- 5.1 The Buyer shall be deemed to have accepted the Goods 7 (seven) days after delivery to the

Buyer.

- 5.2 After acceptance the Buyer shall not be entitled to reject Goods which are not in accordance with the Agreement.
- 5.3 Shortages and damaged goods must be notified to Music Exchange within 7 days of receipt of goods, quoting the invoice number. All returns must be authorised by Music Exchange before they are returned and are subject to Music Exchange's return of goods procedure detailed at Schedule 2.

6. Remedies of Buyer

- 6.1 Where the Buyer rejects any Goods then the Buyer shall have no further rights whatever in respect of the supply to the Buyer of such Goods or the failure by Music Exchange to supply Goods which conform to the contract of sale.
- 6.2 Where the Buyer accepts or has been deemed to have accepted any Goods then Music Exchange shall have no liability whatever to the Buyer in respect of those Goods.
- 6.3 Music Exchange shall not be liable to the Buyer for late delivery or short delivery of the Goods.

7. Risk/title

- 7.1 The Goods are at the risk of the Buyer from the time of delivery.
- 7.2 All goods are supplied on firm sale.
- 7.3 Ownership of and/or title to the Goods shall not pass to the Buyer and shall remain the property of Music Exchange until Music Exchange has received in full (in cash or cleared funds) all payments and sums due to it in respect of:
- 7.3.1 the Goods; and
- 7.3.2 all other sums which are or which become due to Music Exchange from the Buyer on any account.
- 7.4 Until ownership of the Goods has passed to the Buyer, the Buyer shall:
- 7.4.1 hold the Goods on a fiduciary basis as Music Exchange's bailee;
- 7.4.2 store the Goods (at no cost to Music Exchange) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as Music Exchange's property;
- 7.4.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and
- 7.4.4 maintain the Goods in satisfactory condition and keep them insured on Music Exchange's behalf for their full price against all risks to the reasonable satisfaction of Music Exchange. On request the Buyer shall produce the policy of insurance to Music Exchange.
- 7.5 The Buyer may resell the Goods before ownership has passed to it solely on the following conditions:
- 7.5.1 any sale shall be effected in the ordinary course of the Buyer's business at full market value; and
- 7.5.2 any such sale shall be a sale of Music Exchange's property on the Buyer's own behalf and the Buyer shall deal as principal when making such a sale.
- 7.6 Until such time as property in the Goods passes from Music Exchange, the Buyer shall upon request deliver up such of the Goods as have not ceased to be in existence or resold to Music

Exchange. If the Buyer fails to do so, Music Exchange may enter upon any premises owned occupied or controlled by the Buyer where the Goods are situated and repossess the Goods. On the making of such request the rights of the Buyer under clause 7.5 shall cease. Music Exchange shall also be entitled to enter the Buyer's premises upon reasonable notice to check that the goods are being stored separately and that they are correctly labelled

7.7 The Buyer's right to possession of the Goods shall terminate immediately if:

7.7.1 the Buyer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Buyer or notice of intention to appoint an administrator is given by the Buyer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer; or

7.7.2 the Buyer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under the Agreement or any other contract between Music Exchange and the Buyer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Buyer ceases to trade; or

7.7.3 the Buyer encumbers or in any way charges any of the Goods.

7.8 Music Exchange shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from Music Exchange.

7.9 The Buyer grants Music Exchange, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them.

7.10 Where Music Exchange is unable to determine whether any Goods are the goods in respect of which the Buyer's right to possession has terminated, the Buyer shall be deemed to have sold all goods of the kind sold by Music Exchange to the Buyer in the order in which they were invoiced to the Buyer.

7.11 On termination of the Agreement, howsoever caused, Music Exchange's (but not the Buyer's) rights contained in this clause shall remain in effect.

8. Price

8.1 Unless otherwise agreed by Music Exchange in writing, the price for the Goods shall be the price set out in Music Exchange's applicable price list published or in force on the date of delivery or deemed delivery and confirmed by Music Exchange in any acceptance of order. The price list may be changed without notice to the Buyer by Music Exchange but shall be available on request. Price for any Goods shall also be subject to any changes outside the control of Music Exchange.

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

Payment

- 8.3 Subject to clause 9.4, payment of the price for the Goods is due in pounds sterling within thirty (30) days of the last working day of the month in which the invoice was issued or the Goods were delivered or deemed to be delivered whichever is the earlier.
- 8.4 Time for payment shall be of the essence.
- 8.5 No payment shall be deemed to have been received until Music Exchange has received cleared funds.
- 8.6 All payments payable to Music Exchange under the Agreement shall become due immediately on its termination despite any other provision.
- 8.7 The Buyer shall make all payments due under the Agreement in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by Music Exchange to the Buyer.
- 8.8 If the Buyer fails to pay Music Exchange any sum due pursuant to the Agreement, the Buyer shall be liable to pay interest to Music Exchange on such sum from the due date for payment, accruing on a daily basis until payment is made, whether before or after any judgment. Music Exchange reserves the right to claim interest at the rate stated under the Late Payment of Commercial Debts (Interest) Act 1998.
- 8.9 Music Exchange accepts payment by:
- 8.9.1 Cheque (made payable to Music Exchange Manchester Limited)
 - 8.9.2 BACS Transfer
 - 8.9.3 Debit Card & Credit Card Payment (subject to 1.5% surcharge on amounts over £100) This includes an administration charge.

9. Warranties and liability

- 9.1 Music Exchange warrants that the Goods supplied will at the time of delivery correspond to the description given by Music Exchange and be of satisfactory quality within the meaning of the Sale of Goods Act 1979. All other warranties, conditions or terms relating to fitness for purpose, quality or condition of the Goods, whether express or implied by statute or common law or otherwise are excluded to the fullest extent permitted by law.
- 9.2 Music Exchange shall not be liable for a breach of the warranty above unless:
- 9.2.1 the Buyer gives written notice of the defect to Music Exchange, and, if the defect is as a result of damage in transit to the carrier, within 7 days of the time when the Buyer discovers or ought to have discovered the defect; and
 - 9.2.2 Music Exchange is given a reasonable opportunity after receiving the notice of examining such Goods and the Buyer (if asked to do so by Music Exchange) returns such Goods to Music Exchange's place of business at the Buyer's cost for the examination to take place there.
- 9.3 Music Exchange shall not be liable for a breach of the warranty above if:
- 9.3.1 the Buyer makes any further use of such Goods after giving such notice; or

- 9.3.2 the defect arises because the Buyer failed to follow Music Exchange's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice; or
- 9.3.3 the Buyer alters such Goods without the written consent of Music Exchange.
- 9.4 Subject to clause 10.2 and clause 10.3, if any of the Goods do not conform with the warranty in clause 10.1 Music Exchange shall at its option repair or replace such Goods (or the defective part) or refund the price of such Goods at the pro rata rate provided that, if Music Exchange so requests, the Buyer shall, at the Buyer's expense, return the Goods or the part of such Goods which is defective to Music Exchange.
- 9.5 If Music Exchange complies with clause 10.4 it shall have no further liability for a breach of the warranty in clause 10.1 in respect of such Goods.

10. Limitation Of Liability

- 10.1 Subject to the Agreement the following provisions set out the entire financial liability of Music Exchange (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:
- 10.1.1 any breach of the Agreement;
- 10.1.2 any use made or resale by the Buyer of any of the Goods, or of any product incorporating any of the Goods; and
- 10.1.3 any representation, statement or tortious act or omission including negligence arising under or in connection with the Agreement.
- 10.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Agreement.
- 10.3 Nothing in the Agreement excludes or limits the liability of Music Exchange:
- 10.3.1 for death or personal injury caused by Music Exchange's negligence; or
- 10.3.2 under section 2(3), Consumer Protection Act 1987; or
- 10.3.3 for any matter which it would be illegal for Music Exchange to exclude or attempt to exclude its liability; or
- 10.3.4 for fraud or fraudulent misrepresentation.
- 10.4 Subject to clause 11.2 and clause 11.3:
- 10.4.1 Music Exchange's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Agreement shall be limited to the Price; and
- 10.4.2 Music Exchange shall not be liable to the Buyer for loss of profit, loss of business, or depletion of goodwill in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Agreement.

11. Guarantor

- 11.1 Music Exchange requires Applicants which are unincorporated or have a share capital of under £10,000, to provide a director or personal guarantee in the form provided in the Application before an account can be opened. In consideration of Music Exchange entering into this agreement, the

- Guarantor guarantees to Music Exchange and its successors, transferees and assigns the due and punctual payment to Music Exchange on demand of all or any of the Guaranteed Obligations.
- 11.2 If the Guaranteed Obligations are not recoverable from the Applicant by reason of illegality, incapacity, lack or exceeding of powers, ineffectiveness of execution or any other reason, the Guarantor shall remain liable under this guarantee for the Guaranteed Obligations as if it were a principal debtor.
- 11.3 The Guarantor as principal obligor and as a separate and independent obligation and liability from its obligations and liabilities under this clause agrees to indemnify and keep indemnified Music Exchange in full and on demand from and against all and any losses, costs and expenses suffered or incurred by Music Exchange arising out of, or in connection with, any failure of the Applicant to perform or discharge the Guaranteed Obligations.
- 11.4 This guarantee is and shall at all times be a continuing security and shall cover the ultimate balance of all monies payable under this agreement, irrespective of any intermediate payment or discharge in full or in part of the Guaranteed Obligations.
- 11.5 The liability of the Guarantor under this guarantee shall not be reduced, discharged or otherwise adversely affected by any act, omission, matter or thing which would have discharged or affected the liability of the Guarantor had it been a principal debtor instead of a guarantor, or indemnifier, or by anything done or omitted by any person which, but for this provision, might operate or exonerate or discharge the Guarantor or otherwise reduce or extinguish its liability under this guarantee.
- 11.6 The Guarantor waives any right it may have to require Music Exchange (or any trustee or agent on its behalf) to proceed against or enforce any other right or claim for payment against any person before claiming from the Guarantor under this clause.
- 11.7 The Guarantor shall on a full indemnity basis pay to Music Exchange on demand the amount of all costs and expenses (including legal and out-of-pocket expenses and any valued added tax on those costs and expenses) which Music Exchange incurs in connection with:
- 11.7.1 the preservation, or exercise and enforcement, of any rights under or in connection with this guarantee or any attempt so to do; and
- 11.7.2 any discharge or release of this guarantee.
- 11.8 Until all amounts which may be or become payable by the Applicant under or in connection with this agreement have been irrevocably paid in full, and unless Music Exchange otherwise directs in writing, the Guarantor shall not exercise any security or other rights which it may have by reason of performance by it of its obligations under this clause, whether such rights arise by way of set-off, counterclaim, subrogation, indemnity or otherwise.
- 11.9 This guarantee shall be in addition to and independent of all other security which Music Exchange may hold from time to time in respect of the discharge and performance by the Applicant of the Guaranteed Obligations.
- 11.10 This Agreement has been executed as a deed by the Guarantor and is delivered and takes effect on the date stated.

12. Assignment

- 12.1 Music Exchange may assign, subcontract or licence or sub-license the Agreement or any rights or obligations under it or any part of it to any person, firm or company.

- 12.2 The Buyer shall not be entitled to assign the Agreement or any part of it without the prior written consent of Music Exchange.

13. Force Majeure

- 13.1 Music Exchange reserves the right to defer the date of delivery or to cancel the Agreement 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 Music Exchange including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 180 days, the Buyer shall be entitled to give notice in writing to Music Exchange to terminate the Agreement.

14. General

- 14.1 Each right or remedy of Music Exchange under the Agreement is without prejudice to any other right or remedy of Music Exchange whether under the Agreement or not.
- 14.2 If any provision of the Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Agreement and the remainder of such provision shall continue in full force and effect.
- 14.3 Failure or delay by Music Exchange in enforcing or partially enforcing any provision of the Agreement shall not be construed as a waiver of any of its rights under the Agreement.
- 14.4 Any waiver by Music Exchange of any breach of, or any default under, any provision of the Agreement by the Buyer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Agreement.
- 14.5 The parties to the Agreement do not intend that any term of the Agreement shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 14.6 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law, and the parties submit to the exclusive jurisdiction of the English courts.

15. Communications

- 15.1 All communications between the parties about the Agreement shall be in writing and delivered by hand or sent by pre-paid first class post or sent by fax:
- 15.1.1 (in case of communications to Music Exchange) to its registered office or such changed address as shall be notified to the Buyer by Music Exchange; or
- 15.1.2 (in the case of the communications to the Buyer) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Buyer set out in any document which forms part of the Agreement or such other address as shall be notified to Music

Exchange by the Buyer.

- 15.2 Communications shall be deemed to have been received:
 - 15.2.1 if sent by pre-paid first class post, two days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting); or
 - 15.2.2 if delivered by hand, on the day of delivery; or
 - 15.2.3 if sent by fax on a working day prior to 4.00 pm, at the time of transmission and otherwise on the next working day.

Schedule 1

Discount Structure

Group A = Supercat Titles and other First Line Best Sellers

40% Discount	100+ Mix Books
35% Discount	50+ Mix Books

Group B = Music Exchange Publications & Agency Titles

40% Discount	50+ Books
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Combining Groups A & B

40% Discount	100+ Mix Books
35% Discount	50+ Mix Books

Group C = Second Line Best Sellers and Popular Titles

33% Discount	50+ Books
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Group D = Other Publications and Special Orders

At best available Discount	
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Product Discount Group codes are shown against individual product on our website. Orders keyed in online via our website will show these Discount Category Groups against the product line before you place your order. Discounts of up to 50% are offered using our various catalogues. All other orders will be processed using our current discount Tables. (See above)

Visit our Website for further offers – www.musicx.co.uk

Schedule 2

RETURN OF GOODS PROCEDURE FOR ALL RETURNS

NOTE: Authorisation Of Return must be obtained prior to goods being despatched to Music Exchange at **ALL** times. You will be given a reference number which must be quoted. Failure to do this will result in delays in processing your claim.

MISPRINTS/DAMAGED GOODS

Please return immediately the publication(s) found to be mis-printed/damaged with a covering letter stating whereabouts the publication is mis-printed/damaged.

Mis-prints and damaged goods can not be credited. They will be replaced. **Please do not re-order.**

GOODS SUPPLIED INCORRECTLY

Please contact our returns department within seven days letting them know the quantities of books to be returned and they will advise and instruct.

When returning please add a covering letter stating:

Your Name, Address and Account Number .

Titles received for the titles requested .

The invoice number on which the goods were supplied.

Failure to supply this information will result in the credit note being delayed until the information is supplied. Goods supplied incorrectly will be exchanged for correct publications.

Please do not re-order.

OTHER RETURNS

Authorisation of return must be received prior to goods being returned. All applications should be made in writing and each case will be reviewed individually. Any legitimate returns sanctioned by us (other than those described above) will be subject to a re-stocking charge which will vary depending on the publication being returned. Goods will therefore be credited less the re-stocking charge, provided they are returned to our warehouse in saleable condition.

In the event of a shortage occurring on your order please contact our Returns Department stating your invoice number. This must be done within seven days of receipt of your order.

PLEASE NOTE

ALL PARCELS MUST BE MARKED RETURNS DEPARTMENT.

ALL RETURNING PARCELS SHOULD BE PACKED IN A WAY TO PROTECT CONTENTS BEING DAMAGED IN TRANSIT.

We would ask you to assist us with the above to ensure that we may give you, the customer, our best possible attention and service.